AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
February 28, 2023
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

1. Presentation of the 2023 Annual Safety Award. *Risk Manager, Greg Poole, will address.*

CITIZEN COMMENTS

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

PUBLIC HEARINGS

Public Hearings are conducted to allow public comment on specific advertised issues such as rezoning, ordinances, policy development, operating budgets and other legislative actions to be considered by the City Commission.

2. Receive comments regarding a request to amend the Unified Development Code of the City of Griffin, Article 2, Section 202, Definitions; Article 5, Section 503E, Personal Care, Boarding and Group Home; Article 7, Section 704, Table 7.3 Permitted Use Table. *Director of Planning & Development, Chad Jacobs and Staff Attorney, Kelsey Carden will address.*

CONSENT AGENDA

3. Consider the purchase of thirty 25KV pole mount transformers in the amount of $32,500.00 and fifteen 15KV pole mount transformers in the amount of $13,770.00 for a total of $46,290 from Stuart C. Irby Co., through ECG Joint Purchasing. *Electric Director, Jennifer Freeman, will address.*

4. Consider a contract with Southern Pride Tree Care & Removal as primary tree contractor, lowest bidder, for tree trimming and removal services with the cost of service dependent upon each service provided as stated in Exhibit B to the contract. *Public Works Director, Mariza Eller, will address.*

5. Consider a contract with Southern Tree Solutions as a secondary tree contractor, second lowest bidder, for tree trimming and removal services with the cost of service dependent upon each service provided as stated in Exhibit B to the contract. *Public Works Director, Mariza Eller, will address.*

6. Consider declaring as surplus certain out-of-life cycle information technology equipment, attached, and allow for the sale of the equipment through GovDeals online auction service. *Chief Technology Officer, Gibb Cotton, will address.*

7. Consider the purchase of two Infoblox DHCP Appliances from SHI, through Georgia State Contract, in the amount of $36,110.12 for Telecommunications. *Telecommunications Manager, Chris Sprayberry will address.*

8. Consider the purchase of virtual machine licensing for the City of Griffin's access control server and installation of an S2 security system for doorway and access control for River Pumping Station and Fire Department #2 in the amount of $33,532.59 from Netplanner Systems, Inc. through Georgia State Contract. *Chief Technology Officer, Gibb Cotton will address.*

REGULAR AGENDA

The Regular Agenda includes items on which the Commission will individually consider and possibly take action.

9. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on February 14, 2023.

10. Lift from the table and appoint member to the City Board of Ethics, District 3 (Commissioner Murray), per Code of Griffin Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS.

11. Consider amending the Unified Development Code of the City of Griffin, Article 2, Section 202, Definitions; Article 5, Section 503E, Personal Care, Boarding and Group Home; Article 7, Section 704, Table 7.3 Permitted Use Table. *Director of Planning & Development, Chad Jacobs and Staff Attorney, Kelsey Carden will address.*

12. Consider a Resolution to amend the City of Griffin's Fiscal Year 2022-2023 Operating & Capital Budget in the amount of $155,921.30. *Budget Analyst, Angela Thompson will address.*

13. Consider a one-year contract with Peachtree Recovery Services, Inc. (PRS) for identification of damage to City property and the collection of third-party property damage claims. *Risk Manager, Greg Poole, will address.*

14. Consider resolution for Hammond Drive and West Poplar Street Intersection for the acquisition of right of way in fee simple, permanent easements, and temporary construction easements authorizing the City Manager or her designee, Manley Acquisitions, Inc., to promptly initiate negotiations with the affected owners. *Public Works Director, Mariza Eller, will address.*

15. Consider a purchase order with McLeRoy, Inc., single source, in the amount of $85,980.00 for a full depth reclamation of Crescent West. *Director of Public Works, Mariza Eller, will address.*

16. Consider the purchase and installation of new entrance doors for Historic City Hall from Door Resources, single source, in the amount of $28,249.56. *Public Works Director, Mariza Eller, will address.*

17. Consider an agreement with Georgia Entry Solutions, lowest quote, in the amount of $25,612.89 for the installation of security fencing above the walls of the evidence room at the Griffin Police Department, and amend the budget accordingly. *Police Chief, Mike Yates, will address.*

18. Consider Resolution pursuant to Code of Griffin Sec. 2-190 retroactively approving the emergency purchase of rock material, drainage pipes, hauling, and labor from Rock-It Sand & Gravel in the amount of $593,005.53 for purposes of creating a road at Shoal Creek Landfill, the City's approved storm-debris staging area, which was necessary for safe initiation of the City's debris removal operations. *Director of Solid Waste, Todd Ennis, will address.*

19. Consider resolution per Sec. 2-190, Emergency Procurement, retroactively ratifying and approving all purchases of equipment and materials from Anixter Power Solutions related to temporary and permanent emergency repairs of the City’s electrical system necessitated by damage sustained during the January 12,

2023 tornado disaster, including all materials and supplies set forth within the following Purchase Order, PO 23-0312 in the amount of $26,710.40, more specifically described in Exhibit A to the Resolution. *Electric Director, Jennifer Freeman, will address.*

20. Consider Resolution retroactively approving the emergency procurement of telecommunications consultation and repair services from RTC Solutions, LLC, pursuant to Sec. 2-190 and the City's current Telecommunications Consulting Contract with RTC, in the amount of $179,278.36 for purposes of completing emergency repair to the City's fiber network and restoring critical communications to the City's infrastructure and facilities, including substations and E-911 services for all of Spalding County following damage sustained during the January 12, 2023 Disaster Event. *Chief Technology Officer, Gibb Cotton, will address.*

21. Consider an Addendum to the Telecommunications Consulting Contract with RTC Solutions, Inc. supplementing the Consulting Contract with federal provisions required for any contracts funded in whole or in part by FEMA financial assistance to ensure RTC can be retained to oversee temporary and permanent repair of the City's telecommunications utility system following the January 2023 storm or any future storm event. *Chief Technology Office, Gibb Cotton, will address.*

CITY MANAGER'S REPORT

The City Manager will update the Commission on pending items, upcoming workshops, meetings, conferences and other pertinent issues.

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

Commissioners will provide updates regarding issues of interest from their respective districts and/or committee reports.

ADJOURN

The City of Griffin is committed to providing equal access to all of its programs, services and activities regardless of race, color, religion, marital status, gender, gender identity, genetic information, sexual orientation, national origin, age, physical or mental disability, past or present membership in the Uniformed Services, applicants to the Uniformed Services, any protected concerted activity or any other legally protected status. Any individual who needs an accommodation because of a disability should contact ***Stephanie Woods at (770) 233-2923 or hr@cityofgriffin.com*** *as far in advance of a meeting as possible.*

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of the 2023 Annual Safety Award. *Risk Manager, Greg Poole, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Focusing on increasing workplace safety and decreasing workplace accidents has always been a high priority for the City. In an effort to increase safety awareness and recognize an outstanding annual safety record, the Annual Safety Award Recognition Program was developed. This year's safety winner is Stormwater.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Greg Poole

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a request to amend the Unified Development Code of the City of Griffin, Article 2, Section 202, Definitions; Article 5, Section 503E, Personal Care, Boarding and Group Home; Article 7, Section 704, Table 7.3 Permitted Use Table. *Director of Planning & Development, Chad Jacobs and Staff Attorney, Kelsey Carden will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

These text amendments to the Unified Development Code are presented in an effort to more closely align our definitions with those of the State of Georgia while also providing a greater degree of protection to the residents of personal care, boarding and group homes. This will also complete one of the Citywide Staff Goals for 2022.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ordinance v2 - Sec. 503E Personal Care Group for Disabled Boarding Home Independent Home.pdf
Red Line - Amendments to UDC Re Personal Care Home Group Home for Disabled Boarding Home.pdf
Copy of Permitted Use Table.xlsx

No. 23 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE TEXT OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRIFFIN, GEORGIA BY AMENDING ARTICLE 2, SECTION 202, DEFINITIONS; ARTICLE 5, SECTION 503E, PERSONAL CARE, BOARDING AND GROUP HOME; ARTICLE 7, SECTION 704, TABLE 7.3; TO PROVIDE AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; TO RESTATE AND REAFFIRM THE UNIFIED DEVELOPMENT CODE OF GRIFFIN, GEORGIA, AS MODIFIED HEREBY; TO REPEAL ALL CODE PROVISIONS, ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AND IT IS ESTABLISHED AS FOLLOWS:

Section 1. The Unified Development Code of the City of Griffin, Georgia, is hereby amended at Article 2, INTERPRETATIONS AND DEFINITIONS, Section 202, DEFINITIONS, with all other definitions and portions of Section 202 not mentioned herein remaining unchanged except as follows:

a. The definition of "Assisted living" shall be amended to read:

> ***"Assisted living:*** A residential complex which may be in any form including detached and attached dwelling units and residences offering private and semi-private settings designed for and principally occupied by senior citizens. Such facilities may include a congregate meals program in common dining areas, but exclude institutional care such as medical or nursing care, and must be licensed by the Department of Community Health."

b. The definition of "Boarding home" shall be amended to read:

> ***" Boarding home:*** A dwelling, other than a hotel, housing four (4) or more persons who, for compensation and by prearrangement for a definite period, receive lodging and possibly meals, but no other personal services."

c. The definition of "Care home" shall be deleted from Section 202 in its entirety.

d. The definition of "Group home for disabled persons" shall be amended to read:

> ***"Group home for disabled persons:*** A single-family dwelling licensed by the Department of Behavioral Health and Developmental Disabilities serving up to four individuals with developmental disabilities who require intense levels of residential support and provide a range of interventions that focus on training and support in one or more of the following areas: eating and drinking; toileting; personal grooming and health care; dressing; communication; interpersonal relationships; mobility; home management; and/or use of leisure time."

e. The definition for "Hospice" shall be amended to read:

> ***"Hospice:*** A home-like facility licensed to provide acute care, including palliative and supportive nursing care, food, and shelter, to terminally ill persons or persons with advanced and progressive diseases."

f. The definition for "Personal care home" shall be amended to read:

"Personal care home: A residential use or facility, located in a single-family dwelling, whether operated for profit or not, which undertakes through its ownership or management, to provide or arrange for the provision of housing, food service, and one or more personal services for two or more adults who are not related to the owner or administrator by blood or marriage. Personal services include, but are not limited to, individual assistance with or supervision of self-administered medication, including both prescription and/or over-the-counter drugs, assistance with ambulation and transfer, and essential activities of daily living such as eating, grooming, dressing, and toileting. The term "Personal care home" is not intended to include:

a. Facilities, homes, or residences meeting the definition of assisted living, retirement center, or nursing home as defined herein;

b. Boarding facilities which provide no personal services other than lodging and meals; or

c. Facilities regulated by the Department of Behavioral Health and Developmental Disabilities, such as group homes for disabled persons as defined herein."

g. The definition of "Transitional housing" shall be amended to read:

"Transitional housing facility: A building or buildings in which is provided long-term but no permanent living accommodations for four (4) or more persons who have no permanent residence and are in need of long-term housing assistance."

Section 2. The Unified Development Code of the City of Griffin, Georgia, is hereby amended at Article 5, USE PROVISIONS; PERMITTED, SPECIAL, ACCESSORY AND NONCONFORMING, Section 503E, PERSONAL CARE, BOARDING AND GROUP HOME, by amending the name of 503E and amending the language therein to provide as follows:

"**503 E. – Personal care home, group home for disabled persons, and boarding home.**

This personal care home, group home for disabled persons, and boarding home standards section applies to all districts. Each personal care home, group home for disabled persons, and boarding home shall be subject to the following requirements:

(1) Minimum House Size:

(a) For no more than four (4) residents: one thousand five hundred (1,500) heated square feet;

(b) For no more than six (6) residents: two thousand (2,000) heated square feet;

(c) For no more than eight (8) residents: two thousand five hundred (2,500) heated square feet;

(d) "Resident" as used within this sub-section shall be interpreted to include client(s) receiving personal services, caregiver(s), and any other adult or child domiciled in the dwelling.

(2) No more than two (2) residents occupying a single bedroom;

(3) Compliance with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 126 et seq.;

(4) Compliance with the requirements of any and all State regulations and licensing requirements governing the operation of the facility, including but not limited to regulations of the Department of Community Health, the Department of Behavioral Health and Developmental Disabilities, and/or the Department of Human Services, as applicable;

(a) Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin.

(5) Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;

(6) Issuance of an occupational tax certificate for the facility from the City of Griffin"

Section 3. The Unified Development Code of the City of Griffin, Georgia, Article 7, ZONING DISTRICTS, Section 704, PERMITTED USES FOR ALL ZONING DISTRICTS, Table 7.3, is hereby amended and replaced with the attached Table 7.3 (See Attached Use Chart).

The Amendment to Table 7.3 removes the residential use categories of "boarding home, group home, and personal care home having 5 or less persons" and "boarding home, group home, and personal care home having 6 or more persons." The Amendment further adds a residential use category labeled "Personal care home, group home for disabled persons, and boarding home" which are permitted as a special use within the following zoning districts: LDR-A, LDR-B, LDR-C, MDR (Single Family Residential); HDR-A, HDR-B, PRD (High Density Residential); Conservation Subdivisions

Section 4. All Unified Development Code sections, any ordinances, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 5. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 6. Except as modified herein, The Unified Development Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

Section 6. This ordinance shall become effective immediately upon adoption.

Public Hearing and First Reading: February 20, 2023
Second Reading: February 28, 2023

202. DEFINITIONS.

For the purposes of this chapter, certain terms or words used herein shall be defined as follows:

A

AASHTO: The American Association of State Highway and Transportation Officials.

Abutting: Having property boundaries or lot lines in common with no separating by a street, alley or other right-of-way.

Accessory dwelling unit: A dwelling unit, but not a mobile home, located on the same lot as a one-family detached dwelling unit, usually in the form of a garage apartment or basement apartment. Each unit has a separate, complete housekeeping unit with a separate entrance, and full bathroom facilities.

Accessory: A structure customarily incidental and subordinate to the principal use or structure and located on the same zoning lot as such a principal use or structure. The combined square footage of all accessory structures shall not exceed 50 percent of the square footage of a residential dwelling or 25 percent square footage of a commercial structure nor shall an accessory structure exceed the height of the principal dwelling or structure.

Acre: For the purpose of this ordinance, a measure of land consisting of 43,560 square feet.

Acre-foot: Quantity of water that would cover one acre, one foot deep. An acre-foot contains 43,560 cubic feet.

Acreage: Acres collectively in a tract of land.

Acreage, gross: The collective number of acres in an undeveloped, unimproved tract of land.

Acreage, net: The collective number of acres in a tract of land less the amount of area improved by streets, sidewalks, Stormwater management areas, floodplain, wetlands, required open or common space, greenspace and other public lands.

Adequate channel: A natural or man-made channel or pipe that is capable of conveying the runoff from the applicable storm design without overtopping its banks or eroding, after development of the site in question.

Adjacent/adjoining: Abutting or being directly across a street, alley, other rights-of-way or waterways.

Administrator, zoning: The person designated by the city manager of the City of Griffin to administer the enforcement of this ordinance.

Adult daycare: A facility that provides support for elderly individuals (and their families, if present), who do not function fully independently, but who do not need 24-hour nursing care.

Adult entertainment establishments: Any commercial establishment which has as its primary purpose or business the offer for sale of any book, publication or film-video which depicts nudity or sexual conduct or engages in services such as bath houses, massage parlors, wrestling parlors or like activity including a nightclub, cabaret, lounge or other establishment which features adult entertainment.

Aeronautical related use: A use that involves the operation, storage and/or repair of aviation related parts, products or services; such as, but not limited to, sale of fuel and oil, tie downs, hangars, ramp services, aircraft and avionics repair, aircraft sales, etc.

Agriculture: The raising of soil crops and livestock in a customary manner on tracts of land at least three acres in size and shall include all associated activities. Retail sale of products raised on the premises shall be considered a permissible activity provided that space necessary for the parking of customer's vehicles shall be provided off public right-of-way.

Airport related accessory uses: A use that is clearly incidental to the operation of the facility as an airport, is normally conducted in an airport terminal building, is designed to provide airplane passengers and crews with products and services and is directly related to the ability of the facility to operate as an airport; such as, but not limited to, snack bar, delicatessen, automobile rental agency, newsstand, sundry sales, etc.

Alley: A minor street which is used primarily as a service way providing a secondary means of public access to abutting property and not intended for general traffic circulation. A public or private way within a block, generally giving access to the rear of lots or buildings and not used for general traffic circulation.

Alteration: Any change in the supporting members of a building; any addition to or reduction of a building; any change in use; or any relocation of a building.

Ambulance service or ***rescue squad:*** A privately owned facility for the dispatch, storage, and maintenance of emergency medical care vehicles.

Amenity: Aesthetic or other characteristics of a development that increase the desirability to a community or its marketability to the public. Amenities may differ from development to development but may include such things as a unified building design, recreational facilities, site design, neighborhood clubhouse, pool, or tennis courts.

ANSI: The American National Standards Institute, Inc.

Applicant: A person seeking any determination or approval under, or permits required by these regulations.

Application: An application for development approval that contains the supporting documentation required by these regulations.

Architect: A person who, by reason of his knowledge of the mathematical and physical sciences and the principles of architecture and architectural design, acquired by professional education, practical experience or both, is qualified to engage in the practice of architecture as attested by the issuance to said person of a license as an architect by the State of Georgia.

Area: The area of a property shown to the nearest whole square foot or to the nearest one hundred thousandth of an acre.

Art, music or ***other studio:*** A space which can be used as an artist's workroom, a photographer's establishment, an establishment where an art is taught or studied including but not limited to dance, music, painting, drawing, TV, film, or other art endeavors.

Arterial street: A major highway with full or partial control of access.

ASCE: The American Society of Civil Engineers.

Assisted living: A residential complex which may be in any form including detached and attached dwelling units and residences offering private and semi-private settings designed for and principally occupied by senior citizens. Such facilities may include a congregate meals program in common dining areas, but exclude institutional care such as medical or nursing care, and ~~.~~ must be licensed by the Department of Community Health.

ASTM: The American Society of Testing and Materials.

Automotive body, paint and interior repair and maintenance: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Automotive engine repair and replacement shops: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Automotive tire dealers: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Awning: A rooflike cover extending over or before a place as a shelter and which may be used in lieu of a sign. Such signs must be entirely supported from the building and must not exceed four feet in height.

AWWA: The American Water Works Association.

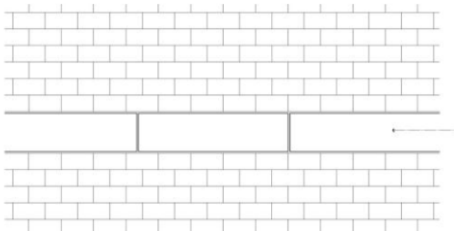
B

Base flow: The portion of stream flow originating from ground water.

Basement: An area below the first floor having not more than one-half of its height above the grade used for storage, garages for use of occupants of the principal dwelling or other utilities common to the rest of the building. A basement used for the above purposes shall not be counted as a story.

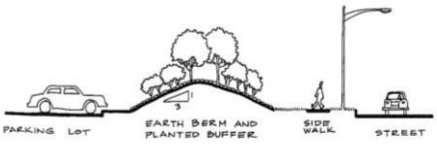
Bed and breakfast inn: A residence in which the owner may reside as a private residence and where guest rooms are made available for visitors. Breakfast is the only real meal served and is included in the charge for the room.

Belt course: Also called stringcourse or band course. A molding or projecting course running horizontally along the face of a building.



2.1: Belt Course

Berm: The space left between the upper edge of a cut and toe of an embankment to break the continuity of an otherwise long slope.



2.2: Berm

Block: A piece or parcel of land entirely surrounded by public highways or streets other than alleys. In cases where the plotting is incomplete or disconnected, the subdivider may determine the outline of the block.

BMP or ***Best Management Practice:*** An effective practicable means of reducing the amount of pollution generated by nonpoint sources, which may be structural or nonstructural practices or a combination of practices.

Board of commissioners or ***board of commissioners:*** The governing body of the City of Griffin, Georgia.

Board of commissioners: The term "board of commissioners" means the Board of Commissioners of the City of Griffin, Georgia. The board of commissioner is also known as the city commission.

Boarding home: A dwelling, other than a hotel, housing four (4) or more persons who, for compensation and by prearrangement for a definite period, receive lodging and possibly meals, but no other personal services. ~~where, for compensation and by prearrangement for a definite period, where meals and/or lodging are provided for four or more persons.~~

Bond: When a bond is required by law, an undertaking in writing, without seal, is sufficient; and in all bonds where the names of the obligors do not appear in the bond, but are subscribed thereto, they shall be bound thereby.

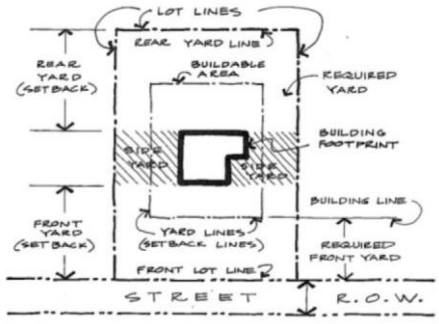
Breezeway: A covered passage one story in height connecting a main structure and an accessory structure.

Buffer: A natural or landscaped area along the property line between different and possibly incompatible types of zoning districts or land uses. Fencing may be erected in buffers but shall not substitute plant materials. Unless otherwise indicated, buffers may be established within the building setback and shall not be enforced in addition to such setback. A buffer shall not be occupied with structures and facilities except as permitted by this ordinance.

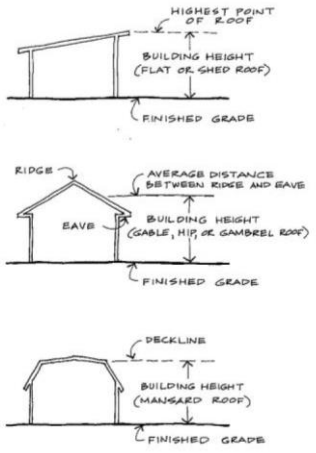
Building: Any structure having a roof and intended for shelter, housing or enclosure of persons, animals or property of any kind.

Building height: The vertical distance of a building measured from the average elevation of the finished grade at the front of the building to the highest point of the building.

Building setback line: The minimum horizontal distance between the property line or the street right-of-way where appropriate and the building or any projection thereof, except as noted in the zoning regulations.



2.3: Building Setback



2.4: Building Height

Building, accessory: A detached structure, the use of which is clearly incidental to, customarily associated with and related to the principal structure or use of the land and which is located on the same lot as the principal structure or use.

Building, principal: The building in which is considered the principal use of the zoning lot on which said building is situated.

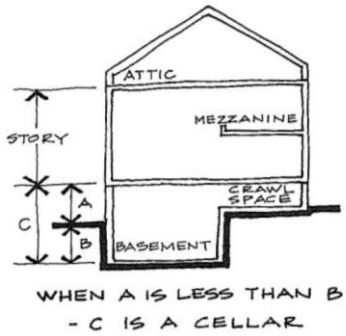
C

Car wash: A primary, main or accessory use, which provides space or bays for cleaning vehicles.

~~***Care home:*** A rest home, nursing home, convalescent home, home for the aged, or similar use established and operated on a profit or non-profit basis to provide lodging and/or meals and/or domiciliary care for aged, informed, chronically ill or convalescent persons.~~

Catchment area or ***basin:*** See Watershed.

Cellar: A space with less than one-half of its floor-to-ceiling height above the average finished grade of the adjoining ground or with a floor-to-ceiling height of less than 6.5 feet.



2.5: Cellar

Cemetery: The use of property as a burial place for human remains. Such a property may contain a mausoleum.

Center line: The line surveyed and monumented by the governing authority as the center line of the street or highway. If such center line has not been surveyed, it shall be that the (sic) line running midway between the outside curb and ditches of the street or highway or the middle of the traveled roadway or the street.

Channel: An elongated depression, either naturally or artificially created and of appreciable size, which periodically or continuously contains moving water, or which forms a connecting link between two bodies of water. It must have a definite bed and bank that serve to confine the water.

Charter: The term "Charter" means the Charter of Griffin, Georgia.

Check cashing facility: A person or business that for compensation engages in whole or part in the business of cashing checks, money orders or other commercial paper services the same purpose as check cashing. This does not include a state or federally chartered bank, saving and loan or credit union.

City engineer: The City Engineer of the City of Griffin, Georgia.

City manager: The City Manager of the City of Griffin, Georgia.

City: The term "city" means the City of Griffin, Georgia.

Civic building, facility, land: A building or site for functions accessed by the general public.

Clearing: The removal of trees or other vegetation, but not including grubbing activities.

Clinic: An establishment where medical or dental patients are admitted for examination and treatment, but overnight stay is prohibited.

Club or ***lodge, non-commercial:*** An incorporated or unincorporated association for civic, social, cultural, religious, fraternal, literary, political, recreational or like activities operated for the benefit of its members and not open to the general public.

Cluster development: A development, under a single ownership, consisting of a design technique that concentrates a series of attached and/or detached dwelling units on a part of the site to allow the remaining land to be used for recreation, common open space and preservation of environmentally sensitive features.

Code: The terms "Code" and "this Code" mean the Unified Development Code of Griffin, Georgia, as designated in Section 101.

Colleges/universities: An institution other than a trade school that provides full-time or part-time education beyond high-school.

Commercial recreation, indoor: An establishment providing completely enclosed recreation activities. Accessory uses may include the preparation and serving of food or sale of equipment related to the enclosed uses. Commercial recreation, indoor includes but is not limited to bowling, roller skating, ice-skating, billiards, motion picture theatre, pool, rock climbing wall.

Commercial trade or***vocational school:*** A secondary or higher education facility primarily teaching usable skills that prepare students for jobs in a trade and meeting the state requirements as a vocational facility.

Commercial recreation, outdoor: Land or premises designed to be used by members of the public, for a fee, that contain outdoor amusement facilities such as miniature golf course, merry go round, car race tracks, and outdoor motion picture theatres, golf course.

Communication tower: A structure that is intended to send and/or receive radio, television or cellular communications.

Community garden: A single piece of land gardened collectively by a group of people.

Comprehensive plan: The comprehensive plan adopted by the board of commissioners pursuant to O.C.G.A. § 36-70-3, as said plan may be amended from time to time.

Computation of time: Except as otherwise provided by time period computations specifically applying to other laws, when a period of time measured in days, weeks, months, years or other measurements of time except hours is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted, but the last day shall be counted; and, if the last day falls on Saturday or Sunday, the party having such privilege or duty shall have through the following Monday to exercise the privilege or to discharge the duty. When the last day prescribed for such action falls on a public and legal holiday as set forth in O.C.G.A. § 1-4-1, the party having the privilege or duty shall have through the next business day to exercise the privilege or to discharge the duty. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

Condominium: An individually owned dwelling unit in an attached, detached or multi-family structure, combined, with joint ownership of common areas of the buildings and grounds as defined by the laws of the State of Georgia.

Conduit: A general term for any channel intended for the conveyance of water, whether open or closed; any container for flowing water.

Construction costs: The total value of the construction of, or reconstruction work on structures, as determined by the director of development services, or their designee, in issuing a building, or other type, permit for construction or reconstruction.

Construction plans: A set of engineering drawings of the proposed streets, drainage and utilities, which meets the minimum standards of these regulations.

Construction vehicle: Any vehicle (other than passenger vehicle, pick-up or panel truck) having a primary purpose of land clearing or grading, hauling and use in building construction, including but not limited to earth moving equipment such as bulldozers, loaders, backhoes, bobcats, trenching machines and dump trucks.

Construction, continual: Construction performed by a full complement of workers and equipment mobilized at the project site, actively engaged in incorporating materials and equipment into the building or structure each normal working day.

Consumer fireworks: The term "consumer fireworks" means any small fireworks devices containing restricted amounts of pyrotechnic composition, designed primarily to produce visible or audible effects by combustion, that comply with the construction, chemical composition, and labeling regulations of the U.S. Consumer Product Safety Commission as provided for in Parts 1500 and 1507 of Title 16 of the Code of Federal Regulations, the U.S. Department of Transportation as provided for in Part 172 of Title 49 of the Code of Federal Regulations, and the American Pyrotechnics Association as provided for in the 2001 American Pyrotechnics Association Standard 87-1, and additionally shall mean "Roman Candles".

Consumer fireworks retail sales facility or store: The term "consumer fireworks retail sales facility or store" shall have the same meaning as provided for by NFPA 1124; provided, however, that such term shall not include a tent, canopy, or membrane structure; provided, further, that such term shall only include such buildings with at least 4,000 square feet of retail display space and wherefrom no more than 25 percent of such retail display space is used for consumer fireworks. Only the holder of a consumer fireworks distributor's license, issued pursuant to O.C.G.A. § 25-10-5.1 may lawfully own or operate a consumer fireworks retail sales facility or store to sell consumer fireworks.

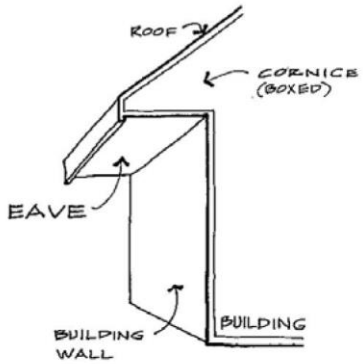
Consumer fireworks retail sales stand: The term "consumer fireworks retail sales stand" shall have the same meaning as provided for by NFPA 1124; provided, however, no temporary sales shall be made from any motor vehicle, from a trailer towed by a motor vehicle, or from a tent, canopy, or membrane structure. All stands shall be located within 1,000 feet of a fire hydrant, or a fire department connection of a building affiliated with such stand, unless the fire chief or fire marshal approves a location in excess of 1,000 feet of a fire hydrant or building connection. A distributor may operate no more than two stands per every permanent store or location within the jurisdiction.

Contractor: A person, firm or corporation who the owner of a property has employed, or contracted to perform, construction activity associated with a development. For purpose of this regulation the term contractor shall include all subcontractors who are under separate contract or agreement with the contractor for performance of a part of the work at the site.

Convenience store with gas: A use offering a limited variety of groceries, household goods, freshly prepared food, beer, wine and personal care items, in association with the dispensing of motor fuels as an accessory use, but in all cases excluding vehicle service, maintenance and repair.

Convenience store without gas: A use offering limited variety of groceries, household goods, freshly prepared food, beer, wine and personal care items.

Cornice: Any horizontal member, structural or nonstructural, projecting outward from the exterior walls at the roofline, including eaves and other roof overhang.



2.6: Cornice

Corporate limits: The term "corporate limits" means the corporate limits of the City of Griffin.

County: The terms "county," "the county" and "this county" mean the County of Spalding, Georgia.

Court: The term "court" means the municipal court provided by law for the punishment of offenders against the laws or ordinances of the city, whether it shall be the court now constituted or a court hereafter established pursuant to law.

Crematorium: A location containing properly installed, certified apparatus intended for the use in the act of cremation.

Cul-de-sac: A street having one end open to traffic and being permanently terminated within the development by a vehicular turnaround. For the purpose of designation, a cul-de-sac street shall be interpreted to begin at the intersection of two or more streets nearest to the vehicular turnaround.

Cultural facility: A library, museum, or similar public or quasi public use displaying, preserving and exhibiting objects of community and cultural interest in one or more of the arts or sciences.

Culvert: A closed conduit of waterway carrying water through a highway or railroad embankment. Although there are borderline cases a culvert is distinguished from a bridge by certain characteristics, such as (a) a culvert generally has the same material all around its perimeter, and has a regular, symmetrical shape, where a bridge opening has not — in other words, a culvert is a large pipe; (b) a culvert usually has a large ratio of length to width.

Curb cut: The point at which vehicular access is provided to a lot from an adjoining street.

D

Day care facility: A use in which shelter, care and supervision for seven or more persons on a regular basis away from their primary residence for less than 24 hours per day. A day care facility may provide basic educational instruction. The term includes, but is not limited to, nursery school, kindergarten, early learning center, playschool, pre-school, adult day care and group day care home. A day care facility must meet State of Georgia regulations.

DCA: The Georgia Department of Community Affairs.

Dead-end street: Streets that do not have permanent vehicular turnarounds at its termini.

Debris: Any material, including wood, floating trash, suspended sediment or bed load moved by a flowing stream; detritus. This term also includes those materials that may be disposed of in a debris landfill.

Decorative pole: GranVille prismatic glass acorn luminaire, north Yorkshire cast aluminum fluted pole, cast iron base with steel shaft.

Delegation of authority: Whenever a provision requires the head of a department or an official of the city to do some act or perform some function, it shall be construed to authorize the head of such department or the official to designate, delegate and authorize subordinates to do the required act or perform the required function, unless the terms of the provisions designate otherwise.

Demolition: The razing of any structure above the existing grade or demolition of any structure below the existing grade.

Density: The number of dwelling units per acre of land used for residential purposes. Density figures are to be in terms of net acres, total developable acres or the land devoted to residential use exclusive of streets, sidewalks, stormwater management areas, floodplain, wetlands, required open or common space, greenspace and other public lands.

Design professional: An individual who meets state licensure requirements applicable to the profession or practice he is engaged in.

Developer: Any person, individual, firm, partnership, association, corporation, estate, trust or any other group or combination acting as a unit who directs the undertaking or proposes to undertake development as

herein defined, whether the development involves the subdivision of the land for sale to individual users, the construction of buildings or other improvements on a single land ownership, or both.

Development: The construction, reconstruction, conversion, structural alteration, relocation or land disturbance of a commercial use or residential subdivision which may involve the following activities:

a. The subdivision, consolidation or boundary adjustment of a lot or lots;

b. The construction, reconstruction, conversion, structural alteration, relocation, enlargement or demolition of a structure;

c. The mining, excavation, landfill, drilling, grading, deposition of refuse, solid or liquid waste, or fill on a zoning lot;

d. The alteration of the shore or bank of a pond, lake, river or other waterway; or

e. Any use or change in the use or intensity of use of any structure or any change in the intensity of use of land.

Dike: An embankment to confine or control water, especially one built along the banks of a river to prevent overflow of lowlands; a levee.

Director of development services: The Director of the Development Services Department of the City of Griffin or their designee.

Director of public works: The Director of the Public Works Department and Division of the City of Griffin or their designee.

Director of solid waste: The Director of the Solid Waste Division of the City of Griffin or their designee.

Director of stormwater: The Director of the Stormwater Department of the City of Griffin or their designee.

Discharge: (a) The quantity of water, silt, or other mobile substances passing along a conduit per unit of time; rate of flow; cubic feet per second; liters per second, millions of gallons per date, etc.; (b) The act involved in water or other liquid passing through an opening or along a conduit or channel; (c) The water or other liquid which emerges from an opening or passes along a conduit of channel.

Ditch: An artificial channel, usually distinguished from a canal by its smaller size.

Dog day care: Any premises containing four or more dogs which are five months old or older which provide such services as canine day care for all or part of the day, training, grooming, behavioral counseling and accessory retail sales.

Dog grooming: Any place or establishment, public or private, where animals are bathed, clipped or combed for the purpose of enhancing aesthetic value or health for a fee.

Drainage area: The area of a stream at a specified location, measured in a horizontal plane, which is enclosed by a topographic divide such that direct surface runoff from precipitation normally would drain by gravity into the river basin above the specified point.

Dwelling: A building used for residential occupancy.

Dwelling, duplex (two family): A building containing two single-family dwelling units totally separated from each other by a common wall extending from ground to roof.

Dwelling, multi-family: A building containing three or more dwelling units, with each dwelling unit having a common wall or common floor connecting it to at least one other dwelling unit in the building or a single family type building not connected to any other unit which is not located on a single zoning lot surrounded by open space or yard.

Dwelling, patio: A one-family dwelling in which all or a portion of the area required for side and rear yards is consolidated into one or more garden court spaces attached to the dwelling unit.

Dwelling, single-family attached: A building containing two or more single-family attached dwelling units joined at one or more party walls or other common facilities (not including the walls of an enclosed courtyard or similar area) and with property lines separating each dwelling unit, thus permitting zero lot lines.

Dwelling, single-family detached: A building designed or constructed as a unit for residential occupancy for one family that is not attached to another dwelling by any means, is located on a single zoning lot surrounded by open space or yard.

Dwelling, townhouse: One of a group of three or more single-family attached dwelling units under fee simple or condominium or cooperative ownership, as defined by the laws of the State of Georgia, in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls. For the purposes of this ordinance the term "townhouse dwelling" shall not include a single-story attached dwelling unit.

E

Easement: The right, grant or privilege of using another's property for purposes such as constructing and maintaining sanitary sewers, water mains, electric lines, telephone lines, storm sewers, gas lines, bicycle paths or other purposes requiring encroachment onto another's property.

Easement: Recorded authorization for a specified purpose by a property owner for the use of any designated part of the real property by another entity.

Eating establishment, fast food: Eating establishments where customers order and are served their food at a counter or in a motor vehicle in packed prepared to leave the premises. Consumption may be on or off-premise.

Eating establishment: A structure in which the use is preparation and sale of food and beverage. This does not include eating establishment, fast food. Drive through windows are not permitted. This use includes, but is not limited to, restaurants, cafes, coffee shops and bakeries.

Ecodevelopment: A proactive development approach, whereby actions such as incorporating natural topography, landscaping with native plant species, creating natural stormwater management systems and decreasing impervious cover are implemented in order to improve water quality, reduce infrastructure needs and to minimize the negative secondary effects on ecology caused by land development.

Elevation, front: The view of a building or group of buildings as seen from directly in front of the structure.

Equipment, heavy: Includes but is not limited to bulldozers, loaders, backhoes, bobcats, framing equipment or other similar machinery.

Erosion control regulations: The City of Griffin, Georgia Erosion and Sedimentation Control Ordinance.

Extended stay hotel/motel: Any building containing six or more guest rooms intended or designated to be used or which are used, rented or hired out to be occupied or which are occupied for sleeping purposes for guests and contain kitchen facilities for food preparation including but not limited to a refrigerator, stove or oven. Extended stay facilities may include lobbies, conference rooms, meeting rooms and child play areas.

F

Family day care: A home occupation in which shelter, care and supervision are provided for six or fewer children under the age of 18 on a regular basis for less than 24 hours per day. A family day care may provide basic educational instruction.

Family: Two or more individuals, related by blood, marriage or legal relationship, living together in a dwelling unit intended for single-family occupancy; two or more non-related individuals without disabilities as recognized by the Americans with Disabilities Act 42, U.S.C. section 12101, et seq., living together as a single housekeeping

unit in a dwelling unit intended for single-family occupancy; or a combination of two or more related and non-related persons living together as a single housekeeping unit in a dwelling intended for single-family occupancy.

Farm goods: Goods produced on site including but not limited to crops, plants, trees, maintaining livestock, poultry or bees.

Farm operations: Commercial agricultural uses including crop production, dairy, stock, poultry, commercial greenhouse, livestock raising and other related uses with the necessary uses for treating or storing the products created on site, however this use should be secondary. This also includes related structures related to farming operations.

Farmer's market: The offering for sale of fresh agricultural products directly to the consumer at an open air market occurring at a pre-determined area where the vendors are generally individuals who raised the vegetables or produce. This does not include second hand goods or meats.

Farmstand: A building or structure used for retail sales of fresh fruit, vegetable, flowers, herbs or plants not to exceed 500 gross square feet. May also include the sale of other unprocessed foodstuffs such as jams, jellies, pickles, baked goods or handi-crafts. No commercially processed or packed items shall be sold at a farmstand.

Feather banner: A banner made from lightweight material and attached to a pole and is designed to wave in the wind.

Feed store: An establishment engaged in retail sale of supplies and agricultural products including the bulk storage of fertilizers and related agrichemicals.

Final plan or ***plan:*** A detailed engineering drawing(s) showing the proposed improvements required in the development of a given parcel and demonstrating compliance with the requirements of these regulations and other law, prepared by a qualified design professional who is licensed to prepare such in accordance with state law.

Financial institution: A bank, savings and loan, credit union, mortgage office or automated teller machine (ATM). Financial institutions shall not include stand alone currency exchange, check cashing establishment or pawn shop.

Finish floor elevation (FFE): The elevation at which the building foundation meets the prevailing ground surface

Flood boundary, 100-year: Those areas of the City of Griffin having a one percent chance or greater of being partially or completely inundated by flood waters, either from a defined river, creek or stream or from the unusual and rapid accumulation of runoff or surface water from any sources. For purposes of this ordinance, the 100-year flood plan shall be as shown on flood hazard boundary maps, published by the Federal Emergency Management Agency or as determined from formal flood hazard studies prepared by the City of Griffin Public Works and Utilities Department.

Flood hazard area: Any normally dry area that is susceptible to being inundated by water. The flood hazard areas include, but are not limited to, land subject to the 100-year flood.

Flood peak: The maximum discharge of a particular flood at a given point along a stream.

Floodplain: Any plain which borders a stream channel and is covered by its water in time of flood; stream bed areas subject to recurrent overflow, or inundation.

Floodway: The channel of a river, stream or other watercourse and the adjacent land area that must be reserved to discharge the 100-year flood without cumulatively increasing the water surface elevation more than one foot at any point.

Floor area: The heated space of a dwelling, which is exclusive of attic, unfinished basement, garage, carport, patio and open porches measured from the exterior face of the exterior walls or a dwelling. Also, the gross leasable floor area for any business or industry based on interior dimensions.

Fps: Feet per second.

Frontage: Distance of lot as measured along the right-of-way.

Funeral home: A building or part of a building used for human funeral services. Such facility may contain space and facilities for embalming and the performance of other services used in the preparation of the dead for burial or cremation, the performance of autopsies, other surgical procedures, the storage of caskets, other related funeral supplies and the storage of funeral vehicles.

G

Gender: The masculine gender shall include the feminine and neuter.

General automotive repair: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Georgia DOT or ***GDOT:*** The (State of) Georgia Department of Transportation.

Gph: Gallons per hour.

Gpm: Gallons per minute.

Grading: The movement, removal or addition of earth on a site by the use of mechanical equipment.

Greenhouse: Retail business whose primary activity is the selling of plants grown on the site and having enclosed and open space for growing or display.

Group home for disabled persons: A single-family dwelling licensed by the Department of Behavioral Health and Developmental Disabilities serving up to four individuals with developmental disabilities who require intense levels of residential support and provide a range of interventions that focus on training and support in one or more of the following areas: eating and drinking; toileting; personal grooming and health care; dressing; communication; interpersonal relationships; mobility; home management; and/or use of leisure time. ~~A residential use or facility, located in a single-family dwelling, where non-related persons with a disability recognized by The Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., may live together in a residential setting, free from discrimination in local governmental rules, policies, practices or services, except as would constitute a direct threat to the health and safety of the occupants or other individuals.~~

Grubbing: The removal of vegetation by methods such as digging, raking, dragging or otherwise disturbing the roots of vegetation.

Guest house: A detached accessory dwelling unit located on the same lot with a single-family dwelling. The square foot area of a guess house may not exceed 1,000 square feet in floor area and may only be used by non-paying guests or relatives of the owners or occupants of the principal building. The guest house shall not be rented or otherwise occupied as a separate dwelling.

H

Halfway house: A halfway house provides a structured living environment for persons learning to adjust to society after being imprisoned.

Headwater: (A) The water upstream from a structure; (B) the source of a stream.

Health department: The Spalding County Health Department.

Heated floor area: The finished area within a building or structure that is heated by the main central heating system installed to serve said building or structure. For example, the floor area of an unfinished basement or garage is not included in determining the amount of heated floor area of a residential dwelling.

Home occupation: An occupation or activity for gain or support conducted by a member of the family residing on the premises with which there is:

a. No group instruction, assembly or activity, and no signage is used to indicate from the exterior that the building is being utilized in any part for any purpose other than that of a dwelling;

b. There is no commodity sold upon the premises;

c. No person is employed other than a member of the immediate family residing on the premises;

d. No mechanical equipment is used except that which is normally used for purely domestic purposes.

Homeless shelter: Charitable, non-profit, short-term housing and/or room and board accommodations for the homeless for which there is no charge, monetary or other to the person being provided such temporary housing.

Hospice: A home-like facility licensed to provide acute care, including palliative and supportive nursing care, food, and shelter, to terminally ill persons or persons with advanced and progressive diseases.~~for the care of terminally ill patients in which food, shelter and nursing care is provided.~~

Hospital: Any institution receiving in-patients or a public institution receiving out-patients and authorized under Georgia Law to render medical, surgical and/or obstetrical care. Cremation services can be provided as an accessory use.

Hotel: A facility offering transient lodging accommodations to the general public and providing additional services such as restaurants, meeting rooms, entertainment and recreational facilities.

HUD: The U.S. Department of Housing and Urban Development.

Hydrology: The science of dealing with the waters of the earth in their various forms, precipitation, evaporation, runoff and storage.

I

Impervious surface: Any material or surface that prevents absorption or infiltration of stormwater into the ground. Includes, but is not limited to, buildings, accessory structures, driveways of asphalt or concrete surface, parking lots and sidewalks.

Imperviousness: The quality or condition of a material that minimizes percolation.

Industrialized building: A factory-fabricated dwelling or commercial unit built in one or more sections designed to fit together on a permanent foundation but which usually does not originally have wheels for movement and which is constructed in accordance with the Georgia Industrialized Building Act which bears the seal of approval issued by DCA.

Institutional use: A building, facility or land owned by a government, non-profit corporation, association or entity, intended for public or semi-public use, such as courthouses, schools, churches, parks and recreation areas.

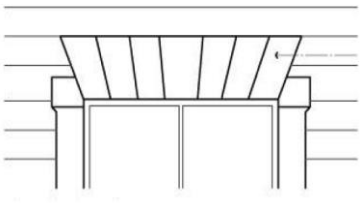
Interpretation: In the interpretation and application of any provision of this Code, it shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of the Code imposes greater restrictions upon the subject matter than the general provision imposed by the Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

Interstate: A divided major highway with full control of access and with no crossings at grade. These roads are designated interstate by the Georgia Department of Transportation.

Invert: The floor, bottom or lowest part of the internal cross-section of conduit.

J

Jack arch: Architectural term for a flat arch.



2.7: Jack Arch

Joint authority: A joint authority given to any number of persons or officers may be executed by a majority of them, unless it is otherwise declared.

Junk yard: Any use on private property involving the parking, storage or disassembly of junked vehicles or wrecked or non-operable automobiles, trucks or other vehicles; storage, bailing or otherwise dealing in junk, animal hides, scrap iron or other metals, used paper, used cloth, used plumbing fixtures, old stoves, old refrigerators and other old household appliances, used brick, wood or other building materials. These uses shall be considered junk yards whether or not all or parts of these operations are conducted inside a building or in conjunction with, in addition to or accessory to, other use of the premises.

Junked or ***inoperable motor vehicle:*** Any motor vehicle that is wrecked, wholly or partially dismantled, majorly disassembled, or missing a key component, such as a motor, transmission or body parts, so as to be incapable of normal operation in the manner intended, including disassembled parts, pieces, or components thereof; failure to display a current license tag, tag decal, or (if required) current vehicle safety or emission sticker, shall create a presumption the motor vehicle is junked or inoperable.

K

Keeper and ***proprietor:*** The terms "keeper" and "proprietor" mean and include persons, firms, associations, corporations, clubs and co-partnerships, whether acting by themselves or as a servant, agent or employee.

Kennel: A commercial facility where boarding, caring for and keeping of dogs or cats or other animals or combination thereof is carried on for the purpose of providing an income or revenue.

L

Land area per dwelling unit: The amount of land in square feet required for each dwelling unit permitted on a zoning lot.

Land disturbance: Any land or vegetation change, including, but not limited to, clearing, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting, and filling of land, that do not involve construction, paving or any other installation of impervious cover.

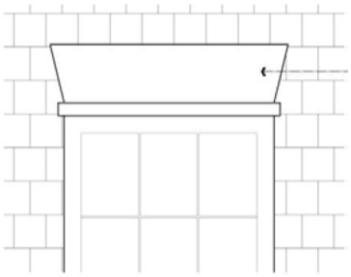
Laundromat: A facility where patrons wash, dry, or dry clean clothing or other fabrics in machines operated by the patron.

Licensed land surveyor: A person who, by reason of his knowledge of the several sciences and of the principles of land surveying acquired by practical experience and formal education, is qualified to engage in the practice of land surveying, as attested by the issuance to said person of a license as a land surveyor by the State of Georgia.

Licensed landscape architect: A person who, by reason of his special knowledge of natural, physical and mathematical sciences and the principles and methodology of landscape architectural design acquired by practical experience and formal education or both, is qualified to engage in the practice of landscape architecture, as attested by the issuance to said person of a license as a landscape architect by the State of Georgia.

Light industrial use: Any use which involves manufacturing, processing, assembly or storage operations where all operations are conducted entirely within a building and no noise, vibration, smoke, gas, fume, odor, dust, fire hazard, radiation or other injurious or obnoxious condition related to the operation creates a nuisance beyond the premises.

Lintel: A horizontal architectural member spanning and usually carrying the load above an opening.



2.8: Lintel

Liner building: A liner building is a specialized building, parallel to the street, which is designed to conceal an area such as a parking lot or loading dock.

Loading space or ***area:*** Space logically and conveniently located for pickup and delivery service, scaled to the vehicles expected to be used and accessible to such vehicles at all times. Also defined as an area to provide safe loading and unloading of passengers such as a day care facility or church.

Loading, off-street: An unobstructed area provided and maintained for the temporary parking of trucks and other motor vehicles for the purpose of loading and unloading goods, wares, materials and merchandise.

Local street: Streets that represent the lowest category of the functional classification system. Local streets are used primarily for direct access to residential, commercial, industrial or other abutting property. They do not include streets carrying through traffic.

Loft apartment: An apartment(s) customarily located on the second story of a retail business or professional office located in the commercial business district (CBD) or in some instances the planned commercial development (PCD) zoning districts.

Lot: A recorded area of land under one ownership of at least sufficient size to meet minimum zoning requirements for use, coverage and area and to provide such yards and other open spaces as are required by the zoning ordinance, as well as certain nonconforming lots of record exempted by the zoning ordinance. Such lots shall have frontage on a public street or on an approved private street as set out in the zoning ordinance and may consist of:

a. A single lot of record;

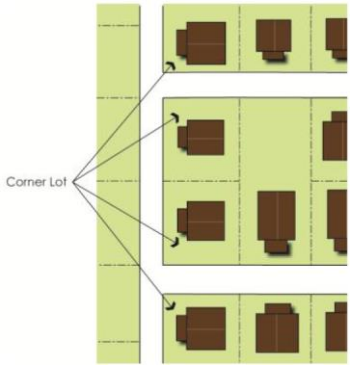
b. A portion of a lot of record;

c. A combination of complete lots of record or complete lots of record and portions of lots of record or of portions of lots of record;

d. A parcel of land described by metes and bounds.

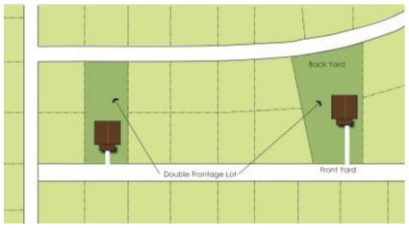
e. In the case of divisions, boundary adjustment, or consolidation shall no residential area of land be created which does not meet the requirements of the zoning ordinance. The grant of an interest, for security or other purpose, in real property for less than an entire lot, or the foreclosure or sale of such interest, shall not be deemed to create a legal lot unless property approved, by variance, granted by the board of commissioners, in accordance with these regulations and the zoning ordinance.

Lot, corner: A lot having frontage at the intersection of two or more public streets.



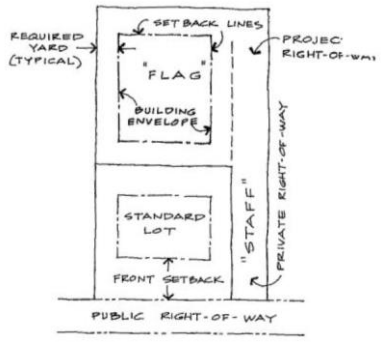
2.9: Corner Lot

Lot, corner (double-frontage): A lot located at the junction of two or more intersection streets, having an interior angle of less than 135 degrees, with a boundary line thereof bordering on two of the streets.



2.10: Double Frontage

Lot, flag: A lot whose access is provided to the bulk of the lot by means of a narrow corridor or panhandle and does not meet the normally required minimum lot width.



2.11: Flag Lot

Lot, interior: A lot, other than a corner lot, with frontage on only one lot.

Lot, nonconforming: A lot that has less than the minimum area or minimum dimensions required in the zone in which the lot is located.

Lot, through: A lot that fronts upon two parallel streets or that fronts upon two streets that do not intersect at the boundaries of the lot.

Lot coverage: That portion of the lot that is covered by principal structures, accessory buildings and impervious surface, including, but not limited to, driveways of asphalt or concrete, parking areas, walkways and sidewalks.

Lot depth: The mean horizontal distance between the front and rear lot lines, measured in the general direction of the side lot lines.

Lot line: A boundary of record that divides one lot from another or from a public or private street or any other space.

Lot line: A line defining the ownership boundary of a lot.

Lot of record: A lot that exists as shown or described on a plat or deed in the records of the Office of the Clerk of the Superior Court of Spalding County.

Lot width: The distance between side lot lines measured at the front building line.

Lot width: Distance between the side lot lines measured as a tangent to the front building line as described by the zoning ordinance.

M

Major collector street: The part of the road classification system that serves as the principal network for through traffic flow. Major collectors have a primary function of providing neighborhood linkages and aggregating traffic, then carrying it to the arterial street system. They may also penetrate a neighborhood, distributing trips to ultimate destinations and in a few instances providing direct access to individual abutting property.

Manufactured home: A structure transportable in one or more sections and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning and electrical systems, contained therein. Such dwelling is regulated by the manufactured home construction and safety standards established under the National Manufactured Home Construction and Safety Standards Act adopted in 1976, bearing an insignia issued by U.S. Department of Housing and Urban Development (HUD).

Manufacturing: The mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, the blending of materials, such as lubricating oils, plastics, resins, or liquors. This includes processing, assembly and storage operations.

Master plan: A comprehensive plan, which may consist of several maps, data and other descriptive matter for the physical development of the city or any portion thereof. This includes any amendments, extensions or additions thereof recommended by the city manager and adopted by the board of commissioners indicating the general location for major roads, parks or other public open spaces, public building sites, routes for public, utilities, zoning districts or other similar information.

Mean sea level: The average height of the sea for all states of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of these regulations, the term is synonymous with National Geodetic Vertical Datum (NGVD).

Minor collector street: The part of the road classification system designed primarily to serve the collection function for a group of local streets. Additionally, it provides direct access to individual abutting property. Minor collectors are not meant to handle long through trips.

Mixed use: A building or development containing more than one permitted use. Multiple uses are allowed to be stacked vertically and contained in the same building.

Month, year: The terms "month" and "year" mean calendar month and calendar year unless otherwise provided.

Motel: An establishment providing temporary or overnight sleeping accommodations for the traveling public with a majority of all rooms having direct access to the outside without the necessity of passing through the main lobby of the building.

Motor vehicle parts (used) merchant wholesalers: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Motor vehicle towing: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Municipal court: The term "municipal court" means the Municipal Court of the City of Griffin.

N

Names of officers, departments: The name or title of any officer or department shall be read as though the words "of the City of Griffin" were added.

National Manufactured Home Construction and Safety Standards: The national building code for all manufactured homes built since June 15, 1976, written and administered by the U.S. Department of Housing and Urban Development (also known as the "HUD" Code").

Neighborhood retail, service or office uses: Intended to serve or accommodate the needs of a specific segment of the community or area. Establishments primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as prepackaged food and beverage and limited household supplies and hardware. These establishments shall not exceed 5,000 square feet. These services are primarily for the residents of the HDR-A district provided that they are conducted entirely within a wholly and permanently enclosed building or buildings which shall be of architectural design compatible to the dwellings within the HDR-A development.

Newspaper publishing facility: A commercial printing operation involving a process that is considered printing, imprinting, reproducing or duplicating images and using printing methods including but not limited to offset printing, lithography, web offset, flexographic, and screen process printing.

Non-conforming building or structure: An existing building or structure erected or constructed prior to adoption of this ordinance, or the adoption of any amendment hereto, on a lot now zoned so that such building or structure could not be built or constructed.

Non-conforming use: A use of land existing at the time of the adoption of this ordinance, or the adoption of any amendment hereto that was lawful at the time the use of land was initiated, but which has been rendered unlawful by the adoption or amendment of this ordinance.

Nontechnical and technical words: The ordinary significance shall be applied to all words, except words of art, or words connected with a particular trade or subject matter, in which case they shall have the significance attached to them by experts in such trade, or with reference to the subject matter.

Number: The singular or plural number shall each include the other, unless expressly excluded.

Nursery: See Greenhouse.

Nursing home facility: Housing for elderly, chronically or terminally ill persons in which food, shelter and nursing care if provided for compensation.

Nursing Home: A home licensed by the state for the aged or chronically or incurably ill persons in which five or more such persons not of the immediate family are provided with food, shelter and care for compensation or a non-profit, but not including hospitals, clinics or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

O

O.C.G.A: The abbreviation "O.C.G.A." means the Official Code of Georgia Annotated, as amended.

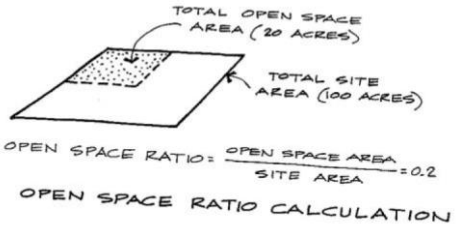
Oath: The term "oath" includes the term "affirmation."

Office, professional: Includes, but is not limited to, offices for accounting, architectural, auditing, bookkeeping, engineering, finance, insurance, law, medical and real estate professions.

Office, temporary: A manufactured or modular building, which is used as a sales office, no-site construction management office or related functions.

Official zoning map: The map officially adopted contemporaneously with and as an integral part of this zoning ordinance that conclusively shows the location and boundaries of all zoned districts existing at the time of adoption of this ordinance and the adoption of future amendments thereto which reclassifies land by districts.

Open space: Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space or for the preservation and protection of environmentally sensitive land areas or natural land features.



OPEN SPACE RATIO CALCULATION

2.12: Open Space

Or, and: The term "or" may be read "and," and the term "and" may be read "or" if the sense requires it.

Ordinance: This ordinance and all future amendments thereto, together with the official zoning map adopted contemporaneous with this ordinance.

Outdoor display: The displaying of goods or merchandise outdoors on the property with the intent to advertise for sale.

Outdoor storage: The keeping, in an unenclosed area, of any goods, salvage, material, merchandise, storage trailers or vehicles outdoors on the property for more than 24 hours. The term "outdoor storage" shall not include the keeping of vehicles or manufactured housing structures on sales lots in districts which allow such sales lots.

Outparcel: A portion of a larger parcel of land generally designed as a site for a separate structure and business from the larger tract. An outparcel may or may not be a subdivision of a larger parcel. To be recognized as an outparcel, the portion must be identified on a site plan approved for the larger parcel.

Owner: The term "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership or joint tenant of the whole or of a part of such building or land.

P

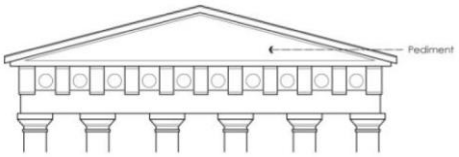
Parking lot: An off-street surfaced ground level area for the temporary storage of operable passenger and commercial vehicles whether for compensation or free.

Parking spaces: An area for off-street automobile parking.

Parking structure (deck): Parking spaces and adjacent access drives, aisles, and ramps that are located in a structure with two or more levels.

Pawnshop: Any business that loans money on deposit of personal property or deals in the purchase or possession of personal property on condition of selling the same back again to the pledger or depositor, or loans or advances money on personal property by taking chattel mortgage security thereon, and takes or receives such personal property.

Pediment: A pediment is a low-pitched triangular gable on the front of some buildings in the Grecian or Greek Revival style of architecture.



2.13: Pediment

Permitted use: Any use allowed as a matter of right in a zoning district and subject to the restrictions applicable to that zoning district classifications.

Person: As used in this ordinance, the term "person" shall mean an individual, group of individuals, and all forms of legal entities recognized by Georgia Law as having the ability to own property, transact business or sue and be used.

Personal care home: A residential use or facility, located in a single-family dwelling, whether operated for profit or not, which undertakes through its ownership or management, ~~for compensation,~~ to provide or arrange for the provision of housing, food service, and one or more personal services for two or more adults who are not related to the owner or administrator by blood or marriage. ~~, protective care and oversight of ambulatory, non-related persons who need a monitored environment but who do not have injuries or disabilities which require chronic or convalescent are, including medical, nursing, or intermediate care.~~ Personal services include, but are not limited to, individual assistance with or supervision of self-administered medication, including both prescription and/or over-the-counter drugs, assistance with ambulation and transfer, and essential activities of daily living such as eating, grooming, dressing, and toileting~~in areas of nutrition, medication and provision of transient medical care. Personal care homes may include those facilities which monitor resident's daily functioning and location and have the capability for crisis intervention~~. The term "Personal care home" is not intended to~~Such term does not~~ include:

a. Facilities, homes, or residences meeting the definition of assisted living, retirement center, or nursing home as defined herein; ~~Old age residences which are devoted to independent living units with kitchen facilities in which residents have the option of preparing and serving some or all of their own meals;~~

b. Boarding homes ~~facilities which do not provide personal care~~which provide no personal services other than lodging and potentially meals; or

c~~e~~. Facilities regulated by the Department of Behavioral Health and Developmental Disabilities, such as group homes for disabled persons as defined herein.~~Group homes for disabled persons, as defined by the Fair Housing Act Amendments of 1988, 42 U.S.C. section 3601, et seq.~~

Personal service establishment: Enterprises serving individual necessities of a non-medical nature including, but not limited to, beauty and barber shops, tanning, dry cleaning pick-up(retail), shoe repair, spa, locksmith and other similar establishments. These may also include retail sales of products related to the services provided.

Places of public assembly: A structure, portion of a structure or area (either indoor or outdoor), including, but not limited to, movie theaters; concert halls; stadiums; amusement parks; carnivals; churches; elementary, middle, high, secondary and post graduate schools; day care centers; private commercial schools, such as martial arts or dance studios; clubs, lodges and arenas, designed primarily for people to gather to observe or participate in a single event or series of single events, including but not limited to the presentation of a motion picture, a concert, an educational presentation, a sermon, an inspirational presentation, a rally, a lecture, a drama, dance, musical or other live performance, or a sporting event.

Places of worship: Places where religious institutions provide assembly with a seating capacity and a sanctuary or main activity area.

Planned development: A tract of land developed under a single ownership or control based on a plan which allows for flexibility of design not available under normal zoning district requirements.

Planned shopping development: Two or more commercial establishments with a total gross floor area of at least 40,000 square feet planned and managed as a single unit with off-street parking and loading facilities provided on the property.

Planning and zoning board (PZB): The City of Griffin, Georgia Planning and Zoning Board appointed by the board of board of commissioners.

Plat: A map, plan or layout of a county, city, town section, subdivision or development certified by a registered surveyor indicating the location and boundaries of a property or properties. See also site plan.

Preceding, following: The terms "preceding" and "following" mean generally next before and next after unless the context requires a different significance.

Private or ***public club, lodge, social center*** or ***meeting room:*** Building or facility for the purpose of social, educational, or recreational purpose.

Professional or ***design professional:*** An individual who meets state licensure requirements applicable to the profession or practice he is engaged in.

Project: A principal building or structure or group of buildings or structures planned and designed as an interdependent unit together with all accessory uses or structures, utilities, drainage, access and circulation facilities, whether built in whole or phases. Examples include: a principal building on a lot, a residential subdivision, a multi-family development, a shopping center or an office park.

Property owner: Any person who owns fee title to a given area of land, excluding, however, any recorded easement or right-of-way.

Property: The term "property" includes real and personal property.

Psi: Pounds per square inch.

Public place: The term "public place" means any place that the public is invited or permitted to go or congregate.

R

Radio and/or television and/or transmission tower: Any exterior apparatus designed for telephone, radio, or television communications or data transmission through the sending and/or receiving of electromagnetic waves.

Recreational vehicle: Any type of portable structure without a permanent foundation, which can be towed, hauled or is self-propelled, and designed for temporary living accommodations for recreational, camping and travel use, including, but not limited to, travel trailers, truck campers (on or off the truck), camping trailers, buses and motor homes.

Recycling center, collection: Any facility utilized for the purpose of collecting materials to be recycled including, but not limited, plastics, glass, paper and aluminum materials. Such use may be principal or accessory to a non-residential use on non-residentially zoned property.

Religious activity: A use of land involving the exercise of religious believers [beliefs], practices or worship. It is not the intent of this ordinance to regulate religious activity or to impede any person's exercise of religious beliefs.

Repair garage, heavy equipment: A use which may provide a full range of repairs and services including, but not limited to, major overhauls, engine repair, rebuilding and replacement on heavy duty trucks and equipment and may include paint and body shops. The outside storage of unlicensed and unregistered vehicles is prohibited as part of this use.

Research or ***experimental laboratory:*** An establishment which conducts research, development or controlled production of high technology electronic, industrial or scientific products or commodities for sale or a laboratory conducting educational/medical research or testing. This term includes but is not limited to a biotechnology firm or manufacturer of non-toxic computer components.

Residential industrialized building: Any structure or component thereof which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site and has been manufactured in such a manner that all parts or processes cannot be inspected at the installation site without disassembly, damage to, or destruction thereof; which bears an insignia of approval issued by the Georgia Department of Community Affairs; and which is used or intended to be used as a dwelling units.

Residential: Pertaining to the use of land, means premises such as single-family detached and attached homes, patio homes, townhouses, manufactured or modular homes, duplexes, condominiums or apartment complexes, which contain habitable rooms for non-transient occupancy and which are designed primarily for living, sleeping, cooking and eating therein.

Responsible party: In the context of enforcement procedures, a person who is alleged to have committed, causes, continued or created a violation of the terms, requirements, regulations, or provisions of these regulations whether as a direct act, through lack of action or neglect, or at the direction of or on behalf of others. A responsible party may be the owner of a premises where a violation has occurred; an occupant whether through ownership, lease or other tenancy; a contractor, building or developer; an agent of or person otherwise acting on behalf of the aforementioned parties; or other person acting in violation of these regulations.

Retail business: A business consisting primarily of buying merchandise or articles in gross and selling to general consumers in small quantities not in bulk and not for resale. These businesses include but are not limited to clothing shops, florists, home goods, drugstore.

Retail business, heavy equipment: The sale or rental of heavy equipment. Heavy equipment includes but is not limited to backhoe, crane, wheel loader, bulldozer, forklift and other similar equipment.

Retail, large-scale: All retail sales and service uses on sites that include more than 74,999 square feet of gross floor area (in aggregate).

Retirement center: A residential apartment or fee simple housing development built exclusively for senior citizens whereby typically a dining facility, aquatic and or fitness center, library and community activities are incorporated in the development and independent living is promoted.

Return cornice: The continuation of a cornice in a different direction, as at the gable end of a house.



2.14: Return Cornice

Right-of-way: A strip of land designated, reserved, dedicated or purchased for the purpose of pedestrian or vehicular access, utility line installation or other use.

Road classification map: Comprehensive plan of arterial, collector and minor streets and roads for all or a portion of the city.

Runoff coefficient: The rate of runoff to precipitation.

S

Salvage yard: Use of property for outdoor storage, keeping, abandonment, sale or resale of salvage including scrap metal, used lumber, salvaged house wrecking and structural steel materials and equipment or for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery or parts thereof.

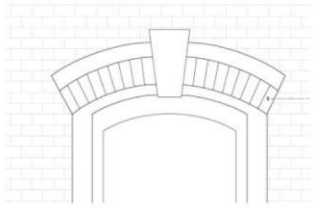
Schedule of fees and charges: The phrase "schedule of fees and charges" means the official consolidated list compiled and published by the city which contains rates for utility and other public enterprises, fees, deposit amounts, performance bonds, and various charges as determined from time to time by the board of commissioners, an official copy of which is maintained in the office of the city clerk where it is available for reference and review during normal business hours.

School: A facility where persons regularly assembly for the purpose of instruction or education including any playgrounds, stadiums or other structures and grounds used in conjunction therewith. The term "school" shall include, but is not limited to, public and private schools used for pre-kindergarten, primary, secondary, or post-secondary education.

Seating, minimum: Where this Code requires seating for a minimum number of persons, only chairs, stools and booths shall be provided as the required seating. The capacity of seats without dividing arms shall be determined by allotting 18 inches per occupant.

Security bars: Metal bars, including, but not limited to, wrought iron guards and sliding scissor gates, attached to or covering a window or glass door which are intended to provide additional protection against vandalism and burglaries.

Segmental arch: A shallow arch; an arch that is less than a semicircle.



2.15: Segmental Arch

Self-storage: A building or group of buildings divided into separate compartments used to meet the temporary storage needs of small businesses or for personal use and may include refrigeration facilities.

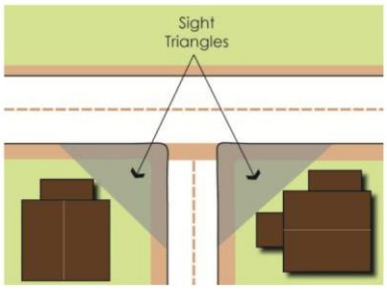
Service station: A use which provides for the sale of motor vehicle fuels and automobile accessories and which may provide minor repair and maintenance services. A service station shall be limited to two bays.

Setback line: The minimum required distance from any lot line that establishes the area within which the principal structure may be erected or placed.

Shall, may: The term "shall" is always mandatory and not merely directory; the term "may" is permissive.

Sidewalk: The term "sidewalk" means any portion of a street between the curbline and the adjacent property line, intended for the use of pedestrians, excluding parkways.

Sight triangle: A triangular-shaped portion of land established at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection.



2.16: Sight Triangles

Sign: Any name, identification, description, display, illustration or device that is affixed to, posted on or represented directly or indirectly upon a building, structure, land, vehicle or otherwise affixed for display in view of the general public and that directs attention to a product, place, activity, idea, person, institution or business.

Signature and ***subscription:*** The terms "signature" and "subscription" include the mark of all illiterate or infirm persons.

Site plan, final and subdivision (construction drawings): Engineered plans and necessary supporting documents required for a proposed project to constitute the complete application for construction approval. Plans shall include complete and detailed engineering and layout drawings for all public and private improvements and utilities, in addition to any ancillary calculations.

Site plan, minor: An engineered drawing proposed improvements to a site of less than 1.1 acres on which the city has not previously approved a site plan, or on which there is an existing approved plan that has been closed (built). The improvements must be minor in nature and generally, (1) not change the internal or external traffic flow patterns; (2) not increase the number of dwelling units; (3) not increase the non residential building size by more than 2,500 square feet or 75 percent of the gross building area, whichever is less; and (4) generally, the proposed disturbed area should not exceed 5,000 square feet. The applicant must provide the department of stormwater an impervious site change form noting the limits of additional impervious area on the site.

Site plan, preliminary residential and subdivision: Engineered plans required for all residential projects resulting in the creation of three or more lots or any new development involving 1.1 acres or more. Preliminary plans must show general design of a site development or subdivision project and its public improvements including, but not limited to, location and width of streets and structures and their general relationship to the topography of the land; water and sanitary sewer, drainage, lot sizes and arrangement, future development (if applicable) and location and use of adjoining property.

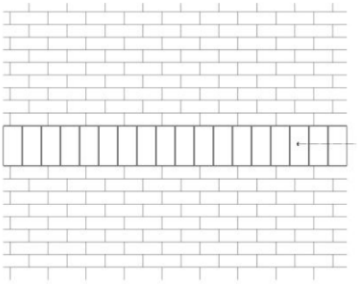
Site plan: A final construction plan, other than a final subdivision final plan, providing a graphic portrayal of a proposed development describing both existing and proposed conditions of the lot(s), including, but not limited to,

use, location and bulk of buildings and structures, density of development, public facilities, means of ingress and egress, landscaping, signs, drainage and lighting.

Site work: Development activity to prepare a property for construction of buildings or finished structures, including clearing, grubbing, grading and installation of soil erosion and sedimentation control facilities.

Soil erosion and sedimentation control regulations: That section of the soil erosion and sedimentation control ordinance dealing with sediment control during construction. These regulations are enforced by the public works and stormwater departments.

Soldier course: A course of bricks laid on their ends so that only their long sides are vertical.



2.17: Soldier Course

Special use: A use which within certain zoning districts specified by this ordinance is not permitted as a matter of right but may be permitted within a district by approval of the board of board of commissioners, following a public hearing at which the commission reviews the proposed plans for the use, its location, design, relationship to adjacent properties, and other conditions peculiar to the proposal which may adversely affect adjoining property, under objective criteria; has found the proposal not to be in conflict with the intent of this ordinance; and has approved the use as specified. A special use permit is valid for a period of one year from the date of approval.

State: Whenever the terms "state," "the state" and "this state" are used, they shall refer to the State of Georgia.

Storefront: Display windows of a building housing a commercial use visible from a street, sidewalk, or other pedestrian way accessible to the public, or adjacent to public or private property.

Storm drainage system: Any structure used principally to retain, detain, collect, direct, transfer, carry, convey, distribute or treat, singularly or in combination, storm water or other surface water, including, but not limited to, aprons, basins, berms, BMP facilities, catchments, conduits, culverts, dams, dikes, ditches, drains, drops, filters, grates, infiltration devices, inlets, manholes, man-made channels, outlets, pipes, ponds, rip-rap, risers, spillways, storm sewers, swales and trenches; and also including any maintenance easements needed for such structures.

Street: A right-of-way generally intended for the movement of vehicular and pedestrian traffic and which serves as point of access to abutting property. The term "street" includes streets, sidewalks, avenues, boulevards, roads, alleys, lanes and all other public highways in the city, unless otherwise provided. Street type is officially defined according to the city's road classification map.

Street, classification: As described in the City of Griffin Comprehensive Transportation Plan adopted October 2002:

a. ***Arterials*** connect activity centers and carry large volumes of traffic at moderate speeds. The arterial system in Griffin includes US 19/41, SR 16, SR 155, SR 92 and Bus 19/41.

b. ***Collectors*** provide access to activity centers from residential areas. Their purpose is to collect traffic from streets in residential and commercial areas and distribute the traffic to the arterial system. The collector system in Griffin includes Meriwether Street, College Street, Poplar Street, Solomon Street, Experiment Street, Broad Street, Maple Drive, McIntosh Road, Old Atlanta Highway and North Hill St.

c. ***Local streets*** feed the collector system from low volume residential and commercial areas. The remaining roadways in the city are classified as local streets. The majority of Griffin's roadway system is classified as local streets.

Structure, accessory: A subordinate structure, customarily incidental to a principal structure or use and is located on the same lot. Examples of accessory structures in residential districts shall include tool sheds, storage buildings or detached garages.

Structure, principal: A structure in which the principal use or purpose on a property occurs, and to which all other structures on the property are subordinate. Principal may also mean the main or primary structure.

Structure: Anything constructed, erected or placed with a fixed location on or in the ground or attached to something having a fixed location on the ground. The term "structure" shall include, but is not limited to, buildings, manufactured or modular homes, signs, swimming pools or fall-out shelters. Privacy walls or fences shall not be considered structures.

Subdivision: All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, or building development and includes all division of land involving a new street or a chance in existing streets and includes re-subdivision and, where appropriate to the context relates to the process of subdividing or to the land or area subdivided. The term includes replatting of any division of land involving a new street, or a change in existing streets.

Subdivision, boundary adjustment plan: A legal document, prepared by a qualified professional licensed to prepare such in the State of Georgia, for the purpose of the legal reconfiguring of contiguous lots in the same ownership.

Subdivision, boundary adjustment: The adjusting of common property line(s) or boundaries between adjacent lots, tracts, or parcels for the purpose of accommodating a transfer of land, rectifying a disputed property line location, or freeing such a disputed property line location, or freeing such a boundary from any difference or discrepancies. The resulting adjustment shall not create any additional lots and all reconfigured lots shall contain sufficient area and dimension to meet minimum requirements for zoning and building purposes. (See also consolidation subdivision)

Subdivision, consolidation plan: A legal document, prepared by a qualified professional licensed to prepare such in the State of Georgia, for the purpose of the legal removal of common property lines between abutting lots in the same ownership.

Subdivision, consolidation: The removal of common property lines between abutting lots in the same ownership. (See also boundary adjustment subdivision)

Subdivision, major: Any subdivision that does not meet the requirements of a minor subdivision.

Subdivision, minor: Any subdivision that does not result in the creation of more than three lots out of one or more lots, and does not require the construction of new streets or public water or sewer mains.

Substantial compliance: A substantial compliance with any requirement of this Code or ordinances amendatory thereof, especially on the part of public officers, shall be deemed and held sufficient; and no proceeding shall be declared void for want of such compliance, unless expressly so provided.

SWM facility: Any storm drainage facility that is designed or otherwise intended to, or that actually does, detain or retain stormwater or other surface water. When this term is used in the text of these regulations, all portions of such a facility shall be considered as included.

SWM: Stormwater management.

T

Tenant and ***occupant:*** The terms "tenant" and "occupant," applied to a building or land, shall include any person holding a written or oral lease of, or who occupied, the whole or a part of such building or land, either alone or with others.

Time of concentration: The time it takes for runoff to travel from the hydraulically most distant part of the watershed to the point of reference.

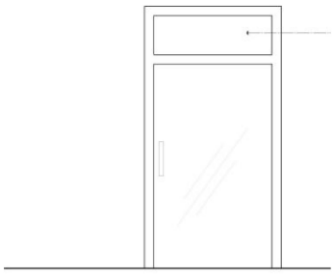
Title pawn: A title pawn is an act of using a vehicle title to acquire a pay day loan.

Traffic study: An analysis conducted to assess the impact of vehicular traffic generated by a new use or change in use on existing or future road network and to obtain the required information in evaluating any potential road network improvements.

Transit station: A commercial or public facility for the loading or unloading of passengers, luggage, and packages including sales of fares and which include accessory restaurants, indoor commercial businesses but not including airports. This facility operates a system of regularly scheduled buses and /or trains available to the public.

Transitional housing facility: A building or buildings in which is provided long-term but no permanent living accommodations for four (4) or more ~~than six (6)~~ persons who have no permanent residence and are in need of long-term housing assistance.

Transom: A bar of wood or stone across the top of a door or window



2.18: Transom

Tree protection ordinance: The City of Griffin, tree protection ordinance concerning the planting or removal of trees. The City of Griffin Tree Board enforces the tree ordinance. All planting and removal of trees within city right-of-way requires the permission of the tree board.

Truck terminal: A primary use of property where trucks/trailers are temporarily stored, maintained or based. Trucks/trailers shall have current registration and license plats with decal.

U

Urgent care: The delivery of ambulatory care in a facility dedicated to the delivery of medical care outside of a hospital emergency department, usually on an unscheduled, walk-in basis. Urgent care centers are primarily used to treat patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an emergency room. Often urgent care centers are not open on a continuous basis, unlike a hospital emergency room which would be open at all times.

Use, accessory: A use located on the same lot with a principal use or building such as a garage, storage building, swimming pool, children's play area, etc.

Use, principal: The main purpose for which a zoning is intended and for which it may [be] used.

V

Variance: A relaxation of the terms of this ordinance that will not be contrary to the public interest where, owing to conditions peculiar to the property and not the result of the applicant, a literal enforcement of this ordinance would result in unnecessary and undue hardship. A variance cannot be granted to change the text of this ordinance, to reclassify property on the zoning map or to allow a use not permissible within the district involved.

Veterinary services or ***clinic:*** An establishment for the care and medical treatment of animals.

VPD: Vehicles per day.

W

Warehouse: A use engaged in storage, wholesale, and distribution of manufactured products, supplies and equipment, excluding bulk storage of materials that are inflammable or explosive or that present hazards or conditions commonly recognized as offensive.

Watchman's or ***caretakers single family dwelling:*** A temporary accessory structure containing living quarters and kitchen facilities for housing persons responsible for overseeing and maintaining security for the main use on the site.

Water and wastewater system: City of Griffin Water and Sanitary Sewer System.

Wholesale business: A business primarily engaged in the selling of goods or articles in gross to retailers for resale and not directly to the consumer.

Writing: The term "writing" includes printing and all numerals, and also pictures, illustrations and printed or written designs.

Y

Yard, front: The minimum permitted space between the front building line and the front property line.

Yard, rear: The minimum permitted space between the rear building line and the rear property line.

Yard, side: The minimum permitted space between the side building line and the side property line.

Yard: An open space that lies between the building and the nearest property line. The minimum required yard on a zoning lot as set forth in this chapter that is left unoccupied with structures, parking and facilities. A yard may also be known as a setback.

Year: The term "year" means a calendar year.

Z

Zoning administrator: The person who has been designated by the city manager to administer the enforcement of this ordinance.

Zoning decision: Final legislative action by the board of commissioners which results with:

a. The adoption of a zoning ordinance;

b. The adoption of an amendment to this ordinance which changes the text of this ordinance;

c. The adoption of an amendment to this ordinance which rezones property from one zoning classification to another;

d. The adoption of an amendment to this ordinance which zones property to be annexed into the city; or

e. The grant of a permit relating to a special use of property.

Zoning district: A section of the City of Griffin, Georgia, as designated on the official zoning map within which zoning regulations are uniform and compatible.

Zoning map: The official map of the City of Griffin, Georgia, entitled "Zoning Map of the City of Griffin," indicating the location of zoning districts in the city.

Zoning ordinance: An ordinance establishing procedures and zones or districts within the respective territorial boundaries of the City of Griffin, Georgia, which regulate the uses and development standards of property within such zones or districts. The term also includes the map adopted in conjunction with the textual ordinance which shows the zones or districts classifying property depicted thereon.

Zoning: The power of local governments to provide within their respective boundaries for the zoning or districting of property for various uses and the prohibition of other or different uses within such zones or districts and for the regulation of development and the improvement of real estate within such zones or districts in accordance with the uses of property for which such zones or districts were established.

(Ord. No. 16-09 , § 1, 7-26-2016; Ord. No. 18-08 , § 1, 5-8-2018; Ord. No. 21-05 , § 1, 4-27-2021)

503 E. Personal care home, group home for disabled persons, and boarding home. ~~and group home.~~

This personal care home, group home for disabled persons, and boarding home, ~~and group home~~ standards section applies to all districts. Each personal care home~~, boarding home, and~~ group home for disabled persons, boarding home, and independent group home ~~having six or more persons~~ shall be subject to the following requirements:

(1) Minimum House Size:

(a) For no more than four (4) residents: one thousand five hundred (1,500) heated square feet;

(b) For no more than six (6) residents: two thousand (2,000) heated square feet;

(c) For no more than eight (8) residents: two thousand five hundred (2,500) heated square feet;

(d) "Resident" as used within this sub-section shall be interpreted to include client(s) receiving personal services, caregiver(s), and any other adult or child domiciled in the dwelling.

(2) No more than two (2) residents occupying a single bedroom;

(3) Compliance with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 126 et seq.;

(4) Compliance with the requirements of any and all State regulations and licensing requirements governing the operation of the facility, including regulations of the Department of Community Health, the Department of Behavioral Health and Developmental Disabilities, and/or the Department of Human Services, as applicable;

(a) Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin.

(5) Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;

(6) Issuance of an occupational tax certificate for the facility from the City of Griffin

~~(a)~~

~~1. All regulated facilities shall comply with the state regulation and acquire applicable state licenses for operation.~~

~~2. All facilities must register with the department of community development and provide a copy of all state licenses and documentation.~~

~~3. The exterior appearance of any residential structure for which a personal care home, boarding home, or group home is approved, shall be maintained as a residential structure and no signs other than a sign, attached to the primary structure, not exceeding two square feet, as authorized within Article 8, Sign Standards (SS), shall be erected.~~

~~4. Meet all regulations as identified in the adopted building code and adopted fire code.~~

~~5. Meet all parking standards as identified within section 6.32, Parking Standards (PK).~~

~~6. All facilities must apply for and receive a City of Griffin Business License.~~

704. PERMITTED USES FOR ALL ZONING DISTRICTS.

Except for use provisions as specified by Article 5 and other sections pertaining to infrastructure criteria, location criteria and/or overlay regulations, Table 7.3 establishes permitted, conditional, and special uses for all zoning districts. See Article 5 regarding interpretations of uses.

[[NOTE: See attached for Amendment of Table 7.3, Permitted Uses, removing residential use rows labeled "boarding home, group home, and personal care home having 5 or less persons" and "boarding home, group home, and personal care home having 6 or more persons" and inserting a residential use row labeled "personal care home, group home for disabled persons, and boarding home" identifying zoning districts where such use is a permitted, conditional, and/or special use.]]

Use Category By Specific Type P = Permitted by Right C = Conditional SU = Special Use ✓ = Consult Supplemental Regulations	Supplemental Regulations	*1 Low Density Residential AZR – 1	*1 Low Density Residential &Rho – 2	*1 Low Density Residential CZR – 3	Medium Density Residential R – 4	*2 High Density Residential A	*2 High Density Residential B	Neighborhood Business District	Central Business District	Planned Commercial District	*3 Planned Residential District (PRDD)	Mixed Use Overlay Neighborhood	Mixed Use Overlay Corridor	Mixed Use Overlay Village	Mixed Use Overlay Entertainment / Arts	Planned Industrial District	Institutional	Conservation Subdistrict	Agricultural and Residential	&PRDD Underlying Zoning –	Airport Overlay District	&HROD	Medical Overlay District
AGRICULTURAL																							
Accessory Structures, Agricultural - See Accessory Uses	✓	P	P	P	P													P	P				
Community Garden	✓	SU	SU										SU			P	SU	P	P				
Farm Operations	✓																		P				
Farmstand	✓																	P	P				
Feed, Seed and Fertilizer Sales																P			SU				
Greenhouse, Nursery	✓							P		P						P			SU				
Keeping of Chickens/Pigeons	✓																	P	P				
Keeping of Bees	✓																	P	P				
Livestock, see Farm Operations	✓																						
Riding Stables	✓																	P	P				
Sale of Farm Goods on the premises	✓																	P	P				

COMMERCIAL																				*4			
Ambulance service or rescue squad	✓								P	P						P							
Amusement or Commercial recreation facility	✓									P						P							
Animal Hospital, see Veterinary Services																							
Art shows, carnival rides, festivals, parades and special events of community interest, see Section 721												SU	SU	SU									
Automotive Body, Paint and Interior Repair/cent Maintenance										P *5						P							
Automotive Erastive Repair and Replacement Shops										P *5						P							
Automotive Tire Dealers										P *5						P							
Bakery								P	P	P						P						SU	
Bank								P	P	P	SU					P							
Barbershop, beauty parlor								P	P	P						P						SU	
Brewery and Distilleries									P														
Carwash	✓							P	P	P						P							
Cemetery, see Section 721	✓											SU	SU	SU									
Clinics, medical and dental	✓						SU	P	P	P	SU					P							P
Commercial kennel	✓							P	P	P						P				SU			
Commercial recreation, Indoor										P	P	P *6	P *6	P *6	P	P							
Commercial recreation, Outdoor										P					P	P							
Consumer Fireworks Retail Sales Facility or Store										P *6													
Consumer Fireworks Retail Sales Stand										P *6													
Convenience Store with gasoline or diesel fuel	✓							P (<2,500 sf)	P	P	SU												
Convenience Store without gasoline or diesel fuel	✓							P (<2,500 sf)	P	P	SU										SU		SU	
Day care, Nursery	✓						SU		SU	P	SU					P	P						SU
Dog Grooming	✓							P	P	P						P							
Eating establishments	✓							P	P	P		P *6	P *6	P *6	P	SU							
Eating establishments, Fast Food	✓							SU	P	P					P	SU							
Emergency Services																	SU						P
Existing business and professional offices within no on-site storage of equipment and supplies																					P		
Extended Stay Hotel/Motel	✓									SU						SU							
Farmer's Market	✓							P	P	P						P		P	P				
Financial institution								P	P	P	SU				P	P							SU
Florist, Flower Shop							SU	P	P						P							SU	
Grocery shop (under 2,500 sf), convenience store								P	P						P								
Grocery stores or other retail establishments over 15,000 sf										P		SU	SU	SU									
Health Club, see Section 721												P	P	P	P								
Home Occupation as provided in Section 503	✓	P	P	P	P	P	P				P							P					
Home Stay bed and breakfast	✓	SU	SU	SU	SU			SU		SU	SU	P			P			P	SU				
Hospital or Clinic	✓									P						SU	SU						P
Hospital related out-patient services (Ambulatory and Especially Clinics)																							P
Hotel							SU		P	P					P	P							SU
Kennel, Non-commercial (4 dogs max, must be at least 90 days old)		SU	SU	SU	SU																		
Laboratories, Medical and Dental																							P
Laundromat								P	P	P	SU											SU	
Licensed Day Care center							SU	P	SU		SU							P					SU
Locksmith shop								P	P	P													
Medical or dental services and clinics								P	P	P		P	P					P					
Motel									P	P						P							SU
Motor Vehicle Farm (Used) Merchant Wholesalers																P							
Motor Vehicle Towing																P							
Neighborhood retail, service or office uses	✓					SU	SU				SU												
Office space for governmental, business, professional: including but not limited to construction contractors, general contractors, heavy equipment contractors, special trade contractors, engineers, architects and land surveyors																P							
Office Uses									P	P		P	P	P									
Office, Medical or Clinic									P	P						P	P						P
Office, professional						SU			P	P	SU				P	P	P						SU
Office, temporary for on-site construction functions									P	P						P							
Outdoor recreation entertainment facilities												SU	SU	SU	P								
Personal Service business									P	P						P							
Personal Service establishment						SU	SU	P	P	P	SU				P	P				SU		SU	
Pharmacy															P							SU	P
Photographer's studio								P	P	P					P								
Recreational facility											P					P							
Research or experimental laboratory																P *7							
Restaurant, Café - see Eating Establishments								P	P	P					P	SU						SU	
Retail business						SU		P	P	P		P *6	P *6	P *6	P	SU				SU		SU	
Retail dry cleaner, see Laundromat																				SU			
Retail Uses													P	P									
Shoe Repair								P	P							P							
Sidewalk café, see Section 722												P	P	P		P							
Stadiums, see Section 721																							
Studio - Art, music, dance, or other								P	P	P						P	P						
Temporary Firework Stands										P *8													
Theatre, see also Section 721													P	P	P	P							
Veterinary Services, clinics or hospitals	✓					SU	P	P	P							P							

INDUSTRIAL																							
Building, Facility, or Land for the distribution of utility services																P	P						
Central Trash Collection Dumpsters																P *9							
Enclosed commercial storage									P														
Exercise display and sales facility																P							
Junkyard – see Open, outdoor storage																P *9							
Light Industrial Use																P							
Manufacturing																P *9							
Newspaper publishing facility									P	P		P *6	P *6	P *6		P							
Open, Outside Storage of Materials, Vehicles, and Other Goods										P *10						P							
Radio and/or television and/or transmission tower	✓															P	SU		SU				
Repair, accessory structure or service facility incidental to the principal use																P *6							
Retail Business, Heavy Equipment																P *9							
Self-Storage Facility	✓									P						P							
Warehouse																P							
Warehouse or other storage facility											P					P							
Wholesale Business									P							P							

INSTITUTIONAL																							
Cemetery, see Section 503	✓																P						
Churches, see Places of Worship																							
Commercial Trade or Vocational school																P							
Cultural facilities, see also Section 721									P								P						
Funeral Home	✓						SU	P		P						P							SU
Government office/facility									P	P	SU	P *6	P *6	P *6	P	P *6	P						
Government uses													P	P	P								
Institutional uses													P	P									
Nonlitchurch Clubhouse		SU	SU	SU	SU	SU	SU											P					
Places of Worship, see Section 721		SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU
Private or Public Club, Lodge, Social Center or Meeting Room									P			P *6	P *6		P								
Publically owned building, facility, land									P	P							SU *6	P					
Schools: Colleges/Universities, elementary, middle, high, postsecondary, vocational/commercial																		P					

RESIDENTIAL										*11	*11						*11						
Accessory dwelling unit - See Accessory Uses	✓																				P		
Aeronautical related uses																					SU		
Airport-related accessory uses																							
Assisted care, retirement center, and nursing home		SU	SU	SU	SU	SU	SU				SU						SU	SU					
Cluster Development	✓					P						P	P	P			P						
Dwelling, Single-Family Attached (including Townhouses)						P	P				P *3	P	P	P			P						
Dwelling, Multi-Family, Senior Housing						P	P			SU	P *3	P	P	P			P			P		P	
Dwelling, Single-Family Detached	≤ 2 Units	P	P	P	P	SU					P	P					P						
Dwelling, Two-family (duplex)						P					P						P						
HRD Development pursuant to Section 605-B and C		P	P	P	P	P	P																
Live/Work, Efficiency or Loft apartment over ground floor level	✓								P	P	P	P	P	P	P	P		P					
Manufactured Homes in accordance with Section 606A	✓				P													P					
Personal care home, group home for disabled persons, and boarding home		SU	SU	SU	SU	SU	SU											SU					
Residential dwelling, provided the existing structure was originally constructed as a residential dwelling (single or multi-family) and/o located on West Poplar Street or West Solomon Street									P	P						P							
Vertical Mixed Use													P	P									
Watchman's or caretakers single family home	✓															SU		P					

OTHER																							
Accessory uses and structures as provided in Section 504	✓	P	P	P	P	P	P				P							P					
All permitted uses in underlying zoning district																						P	
Also permitted use in PUD																P							
Building facility or land for non-commercial park or recreation; Thoroughfares; Open space, or Public body of water and storm water																	P						
Building, Facility, Land for Parking	✓								P							P							P
Building, Facility, Land for Parking	✓								SU	SU						P							
Mass Transit Station													P			SU							
Places of Assembly Overlay District (PAO) *3		SU	SU	SU	SU						P					SU	P						
Places of Assembly in accordance with Section 721		SU	SU	SU	SU																		
Railroad or bus passenger station									P							SU							
Transit Station	✓								P				P			SU	P						
Transportation terminal																SU	P						
Transportation terminal in conjunction with a mass transit station													P			SU							

*1 Residential dwelling provided that the existing structure was originally constructed as a residential dwelling (single-or multi-family) and is located on West Poplar Street or West Solomon Street.

*2 All operations are conducted entirely within a building and no noise, vibration, smoke, gas, fume, odor, dust fire hazard, radiation, or other injurious or obnoxious condition related to the operation creating a nuisance beyond the premises.

*3 Such use shall be properly screened from view from adjoining streets and properties by a suitable fence or wall at least six feet in height above finished grade. The required fence or wall must provide for a reasonable visual separation between the use and adjoining properties.

*4 The operation of the repair or service facility does not constitute a nuisance to adjoining properties and the operation is not otherwise prohibited in the zoning district.

*5 Commercial uses are only allowed in multi-family developments, on the ground floor, not to exceed 20% of the floor area of the development exclusive of structured parking areas. In no case shall commercial uses exceed 20,000 square feet.

*6 In order to maintain the integrity of single-family neighborhoods in the LDR-A, B, C zoning districts prohibit all uses except agricultural as noted and uses permitted under the Places of Public Assembly as provided in Section 721 of this ordinance.

*7 Other neighborhood retail, personal service or office uses that are primarily for use of residents of the HDR-A, B zoning districts provided that they are conducted entirely in a permanently enclosed building and the buildings shall be an architectural design compatible with the dwelling within the HDR-A, B development.

*8 Single-family attached dwelling, provided that such dwellings shall not represent more than 25% of total dwelling units within the proposed development nor shall such dwellings be established on the perimeter of the PRD development that adjoins LDR-A, B, C zoning districts.

*9 A Special Use permit is required for all assembly uses over 3,000 square feet.

*10 Fireworks Retail Sales Facility or Store must meet the minimum standards of NFPA 1124 for new and existing buildings.

*11 Occupancy will be based on the requirements set forth in the International Residential Code (IRC)/International Building Code (IBC) and the National Fire Protection Association (NFPA) 101 Life Safety Codes (2012)/International Fire Code (IFC) 2012.

*12 Consumer Fireworks Retail Sales Stands are allowed along the following commercial corridors: North Expressway, US 19/41 and Taylor Street/US 16.

*13 Outside storage is prohibited; however, uses categorized as Automotive Engine Repair and Replacement, Motor Vehicle Parts (Used) Merchant Wholesalers, Automotive Tire Dealers, Motor Vehicle Towing, and Automotive Body, Paint and Interior Repair and Maintenance shall have no more than four motor vehicles per exterior service bay, which is a hayjgarage door located on the outside of the principal business structure or shall have no more than the number motor vehicles which can be legally parked in a paved, striped parking lot in conformance with the Unified Development Code, Articles II and X, as required.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of thirty 25KV pole mount transformers in the amount of $32,500.00 and fifteen 15KV pole mount transformers in the amount of $13,770.00 for a total of $46,290 from Stuart C. Irby Co., through ECG Joint Purchasing. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The purchase of the transformers is for electric inventory.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

30- 25 KV 120/240W-7200V Pole Mount Transformers: $32,500
15- 15 KV 120/240W 7200V Pole Mount Transformers: $13,770
Total: $46,290 budgeted in FY23 budget

Submitted By:
Jennifer Freeman

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
STUART C IRBY - AGENDA.pdf

Griffin
GROWING TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

SH 2/8/23

DATE: 2/6/23

FY23 Purchase Order _____

Bid/Quote No. S013388979

Vendor No. # 3390

Vendor Name & Address

Stuart C. Irby Co.
1060-D Triad Ct.
Marietta, GA 30062
thorton@irby.com
Ph: 770-422-1005 Fax: 770-427-8455

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:

City of Griffin
Electric Line Construction
1010 N. Hill St.
Griffin, GA 30223

ATTN: Rusty Spear
Phone: 770-229-6406 Fax: 678-692-0401

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - On File? Y/N: Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
25 KV 120/240W-7200V Pole Mt Transformer Our P/N 22-004	510 - 0000 - 11 - 3603 - 0000	30	EA	1,084.000	32,520.00
15 KV 120/240W 7200V Pole MT Transformer Our P/N 22-003	510 - 0000 - 11 - 3603 - 0000	15	EA	918.000	13,770.00
CAPITAL PROJECT #:		*enter debit/credit amounts in*			
(DISTRIBUTION & $$)		*the extended totals column*			

2/8/2023

COMMENTS: ECG Joint Purchasing

Totals: $ 46,290.00

FY23 Purchase Order

COG USE ONLY

COG USE ONLY

PRICING METHOD:

Verbal / Phone
Email/Mail/Fax
Bid / RFP #

Dept / Requestor / Date

Department Mgr / Date

Purchasing / Date: Amanda Carmichael 2/9/23

Finance Director / Date

Copy emailed to Supplier
Supplier Notified

City Manager / Date

BOARD / Date

Quotation

irby
A Sonepar Company

STUART C IRBY BR743 KENNESAW
1025-A COBB INTERNATIONAL PLACE
SUITE A
KENNESAW GA 30152
770-422-1005 Fax 770-427-8455

QUOTE DATE	ORDER NUMBER
01/31/23	S013388979

REMIT TO:
STUART C IRBY CO
POST OFFICE BOX 741001
ATLANTA GA 30384

PAGE NO. 1

SOLD TO:
CITY OF GRIFFIN
PO BOX T
GRIFFIN, GA 30223

SHIP TO:
CITY OF GRIFFIN
1010 NORTH HILL ST
GRIFFIN, GA 30223-1930
770-229-6406

ORDERED BY: JOHN PIERCE

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
129347			Jordan D Fernie

INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA
Todd E Horto	01/31/23	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
30EA		1	*GE QAOP104 (5501AB0025) 25KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH	1084.000EA	32520.00
			LEAD TIME = 10-12 WEEKS		
15EA		2	*GE QAOP103 (5501AB0015) 15KVA XFM 1PH CONV POLE-MT HV: 7200/12470Y LV: 120/240 2-BUSH	918.000EA	13770.00
			ITEM IS IN STOCK SUBJECT TO PRIOR SALE		

*** This is a quotation ***

Subtotal	46290.00
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	46290.00

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

** Reprint ** Reprint ** Reprint **

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Southern Pride Tree Care & Removal as primary tree contractor, lowest bidder, for tree trimming and removal services with the cost of service dependent upon each service provided as stated in Exhibit B to the contract. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin Public Works Department requested bid proposals for tree trimming and removal services. Southern Pride Tree Care & Removal was the lowest and most responsive bidder with Southern Tree Solutions as second. The City's capacity to keep up with tree maintenance services will be ensured by establishing a contract for tree removal and pruning services. The contract will have an initial term of twelve (12) months and will automatically renew for four (4) successive twelve (12) month renewal terms.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The Street Department has budgeted funds within 101-4220-52-1300 (Technical Services) for tree trimming and removal services.

Submitted By:
Mariza Eller

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Southern Pride Tree Care and Removal Bid Response.pdf
Bid Response Documents.pdf
Southern Pride Tree Care & Removal Contract[35].pdf

Griffin
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CITY OF GRIFFIN, GEORGIA

RESPONSE SUBMITTAL

BID #23-007

For

TREE TRIMMING AND REMOVAL SERVICES

Submitted by:

Name of Company: Southern Pride Tree Care & Removal, Inc.
Mailing Address: 430 Brook Rd.
City/State/Zip: Barnesville GA. 30204
Phone (including area code): 706-601-3972.
E-mail: treecutters of 4@yahoo.com

Submittal Deadline:
Tuesday, December 20, 2022 at 2:00 P.M.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name Southern Pride Tree Care & Removal, Inc. Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ 35 /hr

Foreman . . . . . $ 45 /hr

Equipment . . . . . $ 80 /hr

Operator . . . . . $ 40 /hr

Note: *the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).*

Tree Removal *(including the grinding of stump)*

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	*Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City*		
3" to 15"	170.00	120.00	(X) stumps over 6" in height will be an additional 20% cost
16" to 24"	520.00	420.00	
25" to 36"	1150.00	950.00	
37" to 48"	2100.00	1900.00	(X) stumps with root chasen with be an additions 20% cost
49" to 60"	2450.00	2100.00	
61" to 72"	3650.00	3100.00	
Over 60" *(per inch)*	60.00 (per)	51.00	Price per caliper inch for inches over 60

Note: *A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.*

Define your crew composition and identify conditions that require different crew make-up: My crew consist of climber, bucket Operator, loader operator, grounds man all have been with this company since 2015, we have several great Recommendation from several customers and agents have provided.

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: Yes. rigging: yes ladders: no (unless needed)

hand/power tools: Yes chippers: yes bucket truck (specify reach): 75ft.

sked steers, dump trucks, small Crane truck. road signs for road work. brush hog and mulcher. (X) we do not use ladders to do tree work

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? yes, he is contracted in as needed

Other fees not included in the above: ..... $ 65.00

Other fees not included in the above: ..... $ _____

Additional comments/recommendations: our complete crew is also traffic controlled certified as well as all needed Road signs for street work as well as extra insurance of umbrella for street work.

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: Southern Pride Tree Care & Removal, Inc.

Contact Person: _____ Ricci L. Estes
(Signature) (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID. THIS FORM MUST BE COMPLETED FOR EACH BID SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:
Company Name: City of Griffin
Brief Description of Project: tree removal, trimming & grinding
Completion Date: still active as of this date
Contact Person: Kreg Jenkins, Colby or Brice
Telephone: 770-584-2451 E-mail: Kjenkins@cityofgriffin.com

REFERENCE 2:
Company Name: GDOT
Brief Description of Project: tree removal, trimming & grinding
Completion Date: still active as needed.
Contact Person: Brian Johnston
Telephone: 770-550-1990 E-mail: bjohnston@dot.ga.gov

REFERENCE 3:
Company Name: Lamar County Commissioners
Brief Description of Project: tree Removal tree trimming Grinding
Completion Date: still active as needed.
Contact Person: James Rigdon
Telephone: 770-872-1365 E-mail: jrigdon@lamarcountyga.com

COMPLETED BY:
Company Name: Southern Pride Tree Care & Removal Inc.
Contact Person: [signature] (Signature) Ricci L. Estes (Printed Name)

SUPPLIER'S RFP/ITB CHECKLIST

RG 1 **Read the *entire* document,** paying close attention to critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc. Note that all bid specific information noted in Section I or in a special Specification section, if there is one, take precedence over the general terms and conditions listed in Section II.

RG 2 **Note the Procurement Agent's name and e-mail address.** With the exception of written technical questions sent to the project manager, the Procurement agent is the only person you are allowed to communicate with regarding the RFP/ITB from inception until after award.

RG 3 **Attend the pre-proposal conference** if one is offered. These conferences provide a valuable opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP/ITB. Pre-bid conferences are not usually mandatory, but are a source of important information and attendance at them (as well as any other bid-related meetings) are considered part of the evaluation criteria.

RG 4 **Take advantage of the 'question / answer' period.** Submit your questions to the Procurement Agent (or Project Manager and copy the Procurement Agent) by the due date listed in the *Schedule of Events.* Even though you may get a direct response for questions you have asked, a formal addendum will be issued to address any substantive questions so all suppliers will have access to the additional pertinent information.

RG 5 **Follow the format required in the RFP/ITB** when answering questions and item details. Provide point-by-point responses to all sections in a clear, concise manner and in the order, they were requested.

RG 6 **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Make sure all items have a response, even if it is a 'n/a'. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposal submissions are evaluated based solely on the information and materials provided in your response.

RG 7 **Use the forms provided**, e.g. cover page, cost proposal form, standard forms, registration, etc. Make sure to include all required forms (in the proper order) with your submission. You do not need to send a copy of the bid itself with your response.

RG 8 **Company registration.** Company registration includes both information needed by the City and affidavits/ information required by the State of Georgia. The City cannot award to a supplier with incomplete registration. If you have registered in the past, you may confirm you have an approved registration by sending an email to cogvendors@cityofgriffin.com. Include "please confirm registration" in the subject line. Only ONE set of the company registration paperwork needs to be submitted.

RG 9 **Check the City website for RFP/ITB addenda.** All addenda issued for the RFP/ITB are posted on the City's website under the associated bid posting. Do not assume that if you received an individual notification of the bid, you will receive all addenda. Notifications are a courtesy effort and the City cannot guarantee that an email notification will reach all of the intended recipients. Before submitting your response, check the website at http://www.cityofgriffin.com to confirm if any addenda were issued for the RFP/ITB. If so, you must acknowledge each addendum on the Response document.

RG 10 **Review and read the RFP/ITB document again** to make sure that you have addressed all requirements. Once the bid deadline has been met, you will be unable to make changes to your response. Your original response and the requested copies must be identical and complete. The copies are provided to the evaluation committee members and will be used to rank your response.

RG 11 **'Package' your response in the recommended order** of section 1.4. When response submittals are packaged in the same manner, evaluators are able to review them in a more timely, thorough and equitable manner.

RG 12 **Submit your response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late submissions will not be accepted.

This checklist is provided for assistance only and does not need to be submitted with the Supplier's Response.

Griffin
Growing TOGETHER

STATE OF GEORGIA
CITY OF GRIFFIN

SUPPLIER (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

A) ____ My company provides products only for the City (no physical labor or services).

B) ____ I am a sole proprietor and have no employees.

C) ____ My company is providing labor or services on a one-time basis that amounts to under $2,500.00.

D) ✓ My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

[signature] Ricci L. Estes 12/19/22

BY: Authorized Officer or Agent *Printed Name* *Date*

Southern Pride Tree Care & Removal, Inc. Owner

Company / Contractor Name *Title of Authorized Officer or Agent of Contractor*

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

646723

EEV / (*E-Verify # issued by Homeland Security IF checked above*)

Sworn to and subscribed before me

This 19 day of Dec, 2022

Notary Public Amy J. Harris

My commission expires: 7/27/25

OFFICIAL SEAL
AMY J. HARRIS
Notary Public, Georgia
SPALDING COUNTY
My Commission Expires
July 27, 2025

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

STATE OF GEORGIA
CITY OF GRIFFIN

SUBCONTRACTOR AFFIDAVIT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned subcontractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services under a contract between Southern Pride Tree Care & Removal (name of contractor) and the City has registered with and is participating in a federal work authorization program* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

1646723
EEV / E-Verify (# issued by Homeland Security)

FURTHER AFFIANT SAYETH NOT.

Ricci L. Estes
BY: Authorized Officer or Agent

12/19/22
Date

Southern Pride Tree Care & Removal, Inc.
Company / Contractor Name

Subcontractor Name

Owner
Title of Authorized Officer or Agent of Contractor

Ricci L. Estes
Printed Name of Authorized Officer or Agent

SOUTHERN PRIDE TREE CARE & REMOVAL, INC. CORPORATE SEAL 2013 GEORGIA

Sworn to and subscribed before me
This 19 day of December, 20 22

Amy J. Harris
Notary Public

My commission expires: 7/27/25

OFFICIAL SEAL
AMY J. HARRIS
Notary Public, Georgia
SPALDING COUNTY
My Commission Expires
July 27, 2025

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

STATE OF GEORGIA
CITY OF GRIFFIN

TAX COMPLIANCE FORM*

**Must be completed for all bids with an aggregate total of more than $99,000.00.*

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: Southern Pride Tree Care & Removal, Inc.
- Physical Location Address: 430 Brook Rd. Barnesville Ga 30204
- Federal Identification Number (FEI): 45-5605838
- Have you ever been registered in the State of Georgia? Yes
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 3343111-HP
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: 3343111-HP
- What type of service will you perform? tree removal, trimming & grinding
- Will you sell any tangible personal property or goods? no
- Supplier's Affiliate's Name: n/A
  - FEI: _____
  - STI: _____
  - Sales and Use Tax Number: _____
  - Withholding Tax Number: _____

  If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Chase Idol
  - Telephone Number: 404 660-2837
  - E-mail Address: chase.idol@greeslingroup.com

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

LAMAR COUNTY
408 THOMASTON STREET
BARNESVILLE, GEORGIA 30204
770/358-5364

BUSINESS OCCUPATION TAX AND LICENSE

SOUTHERN PRIDE TREE CARE
430 BROOK RD
BARNESVILLE, GA 30204

Certificate No.: 0116
Issue Date: 1/18/2023

RICCI LINN ESTES
Owner

In consideration of which County of Lamar, Georgia has granted a Certificate for carrying on the business of: TREE SERVICE.

This Certificate Expires On: 12/31/2023
License must be renewed between
January 1st and March 31st of following year.

Fee: $ 150.00

Witness my hand and seal with day and year above written

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED AT ALL TIMES

THIS LICENSE IS NOT TRANSFERABLE AND IS SUBJECT TO BE REVOKED IF ABUSED

PLEASE FOLD OR DETACH PRIOR TO DISPLAYING

LAMAR COUNTY
408 THOMASTON STREET
BARNESVILLE, GEORGIA 30204
770/358-5364

---RECEIPT---

January 18, 2023

Fee Description	# of Employees	Fee Amount
# OF EMPLOYEES	5	150.00
Penalties		$ 0.00
Total Fees		$ 150.00

Your Business License for the period January 1, 2023 - December 31, 2023 is attached.

Total Fees paid for this year are: $ 150.00

RICCI LINN ESTES
SOUTHERN PRIDE TREE CARE
328 PATILLO ROAD
JACKSON GA 30233

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2023

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 Guffin & Eleam, Inc 21 Georgia Avenue P O Box340 Summerville GA 30747	CONTACT NAME: Daniel Eleam PHONE (A/C, No, Ext): (706) 857-3494 FAX (A/C, No): (706) 857-1714 E-MAIL ADDRESS: daniel@gandeins.com
INSURED Southern Pride Tree Care & Removal, Inc. 328 Patillo Road Jackson GA 30204	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Evanston Ins Co INSURER B: Century Surety Co INSURER C: American Interstate Ins Co. — 31895 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Master 22-23 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			3FF1573	05/11/2022	05/11/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CCP1069357	05/11/2022	05/11/2023	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCGA3088742022	05/10/2022	05/10/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Butts County Board of Commissioners
625 W 3rd St, Suite 4
Jackson GA 30233

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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FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name Southern Pride Tree Care & Removal, Inc. Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ 35 /hr

Foreman . . . . . $ 45 /hr

Equipment . . . . . $ 80 /hr

Operator . . . . . $ 40 /hr

Note: *the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).*

Tree Removal *(including the grinding of stump)*

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	*Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City*		
3" to 15"	170.00	120.00	⊗ Stumps over 6" high will be an additional 20% cost
16" to 24"	520.00	420.00	
25" to 36"	1150.00	950.00	
37" to 48"	2100.00	1900.00	⊗ Stumps with root chasen with be an additional 20% cost
49" to 60"	2450.00	2100.00	
61" to 72"	3650.00	3100.00	
Over 60" *(per inch)*	60.00 (per)	51.00	Price per caliper inch for inches over 60

Note: *A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.*

Define your crew composition and identify conditions that require different crew make-up: my crew consist of climber, bucket operator, loader operator, grounds man all have been with this company since 2015. we have several great Recommendation from several customers and agents have provided.

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: yes rigging: yes ladders: no (unless needed)

hand/power tools: yes chippers: yes bucket truck (specify reach): 75 ft.

skid steers, dump trucks, small Crane truck. road signs for road work. brush hog and mulcher. ⊗ we do not use ladders to do tree work

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? yes, he is contracted in as needed

Other fees not included in the above: ..... $ 65.00

Other fees not included in the above: ..... $ _____

Additional comments/recommendations: our complete crew is also traffic controlled certified as well as all needed Road signs for street work as well as extra insurance ~~for~~ of umbrella for street work.

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: Southern Pride Tree Care & Removal, Inc.

Contact Person: _____ Ricci L. Estes
(Signature) (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name Southern Tree Solutions Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ 18 /hr

Foreman . . . . . $ 35 /hr

Equipment . . . . . $ 100 /hr

Operator . . . . . $ 25 /hr

Note: the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).

Tree Removal (including the grinding of stump)

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City		
3" to 15"	$215	$150	
16" to 24"	$600	$490	
25" to 36"	$1300	$975	
37" to 48"	$2450	$2075	
49" to 60"	$3300	$2675	
61" to 72"	$4900	$4150	
Over 60" (per inch)	$85	$70	Price per caliper inch for inches over 60

Note: A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.

Define your crew composition and identify conditions that require different crew make-up: We work with an 8 man crew, including a Crane operator and loader operator. Our large crew allows us to work more efficiently and also allows for a heavier workload while still maintaining our schedule. Our larger crew would also allow the dedication of multiple select crewmen to work exclusively on contracted City of Griffin work.

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: ✓ rigging: ✓ ladders: ✓

hand/power tools: ✓ chippers: ✓ bucket truck (specify reach): N/A

- 3 dump trucks - log truck
- 2 chip trucks - 2 loaders
- 33 ton Crane - 70' aerial lift

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? NO

Other fees not included in the above: . . . . . $ N/A

Other fees not included in the above: . . . . . $ N/A

Additional comments/recommendations: Our crew utilizes a 33 ton crane along with a turf friendly 70' aerial lift and turf friendly loader. This equipment allows us to complete any assigned job quickly, with close attention to detail and safety. It also allows us to protect the surrounding landscape.

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: Southern Tree Solutions LLC

Contact Person: _____ Perry Glanton

(Signature) (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name AKA TREE SERVICE Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ 18.00 /hr Foreman . . . . . $ 20.00 /hr

Equipment . . . . . $ 250.00 /hr Operator . . . . . $ 30.00 /hr

Note: *the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).*

Tree Removal *(including the grinding of stump)*

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	*Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City*		
3" to 15"	$350.00	$275.00	
16" to 24"	$650.00	$575.00	
25" to 36"	$1,500.00	$1,250.00	
37" to 48"	$2,600.00	$2,200.00	
49" to 60"	$3,500.00	$3,100.00	
61" to 72"	$5,250.00	$4,800.00	
Over 60" *(per inch)*	$1.00	$1.00	Price per caliper inch for inches over 60

Note: *A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.*

Define your crew composition and identify conditions that require different crew make-up: AKA Tree Service runs (11) crews, full time. We operate with skid steers, mini skids, chippers, chip trucks, bucket trucks, grapple trucks, spider lifts, cranes, etc. We have the equipment and eployees to complete all size jobs.

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: YES rigging: YES ladders: YES

hand/power tools: YES chippers: YES bucket truck (specify reach): YES (75FT)

SKID STEERS, MINI SKIDS, CHIPPERS, CHIP TRUCKS, CRANES, SPIDER LIFTS, AND GRAPPLE TRUCKS.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? YES. (12)

Other fees not included in the above: . . . . . $ 0.00

Other fees not included in the above: . . . . . $ 0.00

Additional comments/recommendations: _____

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: AKA TREE SERVICE

Contact Person: _____ Lee Brogan
(Signature) (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name **Life's Tree Doctor LLC** Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ **120** /hr

Foreman . . . . . $ **85** /hr

Equipment . . . . . $ **320** /hr

Operator . . . . . $ **65** /hr

Note: the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).

Tree Removal (including the grinding of stump)

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City		
3" to 15"	**$1,190**	**$495**	
16" to 24"	**$2,925**	**$800**	
25" to 36"	**$5,625**	**$1,090**	
37" to 48"	**$7,925**	**$1,525**	
49" to 60"	**$9,225**	**$2,225**	
61" to 72"	**$11,525**	**$3,425**	
Over 60" (per inch)	**$200**	**$100**	Price per caliper inch for inches over 60

Note: A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.

Define your crew composition and identify conditions that require different crew make-up: **A trimming crew consists of a foreman (Certified Arborist), 5 groundsmen, a truck/crane operator, a chipper, chip truck and skid steer (if necessary). A removal crew is similar, but with a a minimum of 2 climbers, 40 ton crane and mini skid steer.**

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: **X** rigging: **X** ladders: _____

hand/power tools: **X** chippers: **X** bucket truck (specify reach): **65 Ft**

40 ton crane (when necessary)

ITB 23-007
PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? Yes

Other fees not included in the above: . . . . . $ 0

Other fees not included in the above: . . . . . $ 0

Additional comments/recommendations: N/A

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: Life's Tree Doctor, LLC

Contact Person: _____ Jarrell Smith
(Signature) (Printed Name)

CONTRACT FOR TREE TRIMMING & REMOVAL SERVICES

This AGREEMENT ("Agreement" or Contract") is made and entered into this ____ day of February, 2023. By and between the **City of Griffin,** a Georgia municipal corporation (hereinafter "City'), and **Southern Pride Tree Care & Removal, Inc.,** a Georgia Corporation (hereinafter "Contractor").

PREAMBLE

WHEREAS, in response to the City's Request for Proposal No. 23-007 ("RFP"), the Contractor submitted a written ("Proposal") to provide certain tree pruning and removal services throughout the City, including necessary labor, supervision, tools, equipment and supplies, and to provide other such work incidental to those services;

WHEREAS, the City desires to enter into a renewable contract whereby Contractor would be the City's primary tree contractor retained to perform said services in accordance with the terms of this Agreement and the terms of the RFP and Proposal, attached and incorporated herein as Exhibit "A" and Exhibit "B" respectively;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereby agrees as follows:

AGREEMENT

1. Term and Termination.

    a. *Term.* This Contract shall have an initial term of twelve (12) months, beginning upon the full execution of the contract. Thereafter, the contract shall automatically renew for four (4) successive twelve (12) month renewal terms, unless the City provides written notice of intent not to renew at least twenty (20) days prior to the end of the then-current term;

    b. *Termination.* During the initial term or any renewal term of this Contract, either Party may terminate this contract at-will, with or without cause, upon delivery of a notice of intent to terminate to the other party. The Contract shall automatically terminate within thirty (30) days of receipt of such notice.

2. Scope of Work.

    a. *Primary Contract for Routine Tree Removal & Pruning Services.* Contractor and City agree that this Contract designates Contractor as the City's primary tree removal and pruning contractor for routine removal of trees identified by the City. Should Contractor be unable or unwilling to remove a tree within the timeline designated by the City, Contractor should inform the City as soon as practicable so the City may

retain its secondary tree removal contractor. The City reserves the right to utilize its secondary Contractor for similar work at the City's sole discretion. Further, the City reserves the right to enter into or activate additional contracts for tree removal services in the event of a major storm event or other weather-related disaster in order to meet the City's disaster recovery needs.

b. *Scope of Work in RFP Section 1.3.* The Scope of Work set forth in Section 1.3 of the RFP, attached as Exhibit "A", is hereby incorporated herein and shall provide for Contractor's obligations as it relates to services rendered by Contractor to the City.

c. *Pricing.* The Contractor's Proposal submitted in response to the City's RFP, attached as Exhibit "B", is hereby incorporated herein and shall be used as the pricing schedule for Contractor's services under this Contract.

d. *Other Obligations of Contractor.*

   i. Contractor agrees to make every effort to meet the performance deadlines set by the City, and to otherwise carry out service requests in a timely and efficient manner; however Contractor shall not be liable for damages, in any form, which arise due to delays caused by inclement weather, act of god, or other cause beyond Contractor's control.

   ii. Except where otherwise provided in the Contract or Proposal, the Contractor shall provide labor, materials, equipment, tools, construction equipment and machinery, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

   iii. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

   iv. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that (i) such claims, damages, loss or expense is attributable to bodily harm, sickness, disease or death, or to the extent caused in whole or in part by negligent acts or omissions of the Contractor; and (ii) such claim, damage, loss or expense is not caused in part by County, its agents, servants or employees.

   v. Contractor may, at its discretion, engage subcontractors to perform work hereunder. Contractor shall fully pay said subcontractors and shall ensure that subcontractors comply with the requirements set forth in this Contract.

vi. Contractor will attempt to minimize all disturbances to the customer's lawn and surfaces. It is normal to have some dents in the yard during tree work as a result of falling wood. This is especially true during removals or wet conditions. It is also normal to have temporary damage to turf grasses from cleanup activities. If the customer finds this unacceptable we can take measures to insure this damage will not occur. This will add labor costs to the job and must be specified in the estimate or it will be billed in addition. If there is any root damage to turf or perennial beds or any ruts are made in the lawn from our equipment, we will repair damage to the customers satisfaction.

vii. Contractor will make every attempt possible to minimize any damage to driveways and sidewalks. If there is a problem that is unknown such as a void area under concrete, or thin spots which cause a failure under the load of our equipment we are not responsible for this damage. If any damage is caused from falling debris as a result of our work, we will take responsibility and correct the damage to the customers satisfaction.

3. Insurance.

a. Contractor shall maintain general liability insurance and ensure employee coverage by Workers' Compensation as required by law. Certificates of Coverage must be made available to the City upon request.

4. Safety.

a. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

i. Employees on the Work and other persons who may be affected thereby;
ii. The Work and materials and equipment to be incorporated therein; and
iii. Other property, passerby, and the public at large.

b. Contractor warrants that all arboriculture operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboriculture operations unless authorized by Contractor's crew leader on-site.

5. Miscellaneous Provisions.

a. *Notice.* Any notice to be given under this Contract shall be in writing and may be affected by personal delivery, email, or by next day delivery through FedEx or other reputable, overnight courier service, in each case delivered or addressed to the receiving party as set forth below:

Contractor:
Southern Pride Tree Care & Removal, Inc.
430 Brook Rd.
Barnesville, GA 30204
Email: treecuttersof4@yahoo.com

City:
City of Griffin
C/O Public Works Department
100 S. Hill St.
P.O. Box T
Griffin, GA 30224

b. *Governing Law.* The Contract shall be governed by the law of the State of Georgia.

c. *Compliance with 2 CFR 200.* Contractor further acknowledges that FEMA financial assistance may be used to fund certain work orders during the term of this Contract. Contractor agrees to comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives as applicable. The Parties further agree to comply with all applicable state and local laws, regulations, codes, ordinances, and proclamations. Contractor expressly agrees to comply with the provisions set forth in Exhibit "C" attached and incorporated herein when performing work related to a work order related to any state or federally declared emergency.

d. *Severability.* If any provision of this Contract is deemed invalid or unenforceable, the remainder of this Agreement shall remain unaffected. Each provision of this Agreement, except as otherwise herein provided, shall be valid and enforced to the fullest extent permitted by law.

e. *Ambiguity.* To the extent that there are contradictions or ambiguity created between this Contract and the terms of set forth in Exhibit "A" attached and incorporated herein, this Contract shall govern. Provided, however, that if the Contract is silent as to a requirement or provision, the terms of Exhibit "A" shall govern.

f. *Headings.* The captions and headings herein are for convenience and reference only, and in no way defined or limit the scope and content of this Contract or the provisions herein.

g. *Assignment.* This Agreement may not be assigned by Contractor without the prior written consent of the City.

h. *Entire Agreement.* This Contract, together with its attached exhibits incorporated herein, contains the final and entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, warranties or representations, oral. Or written, not contained herein. No change or modifications of this agreement shall be valid unless in writing and signed by the party against which it is sought to be

enforced.

i. *Execution.* This Agreement is not enforceable until such time as it has been executed by both the City and Contractor.

j. *Relationship Between the Parties.* Services rendered by Contractor pursuant to this Contract shall be rendered as an independent contractor and not an agent or employee of the City. The City assumes no liability for the actions of Contractor, its agents, or employees. This Contract does not create a joint venture, partnership, undertaking or business between the parties, nor does it create any rights or benefits to third parties. Contractors employees and/or subcontractors, if any, who perform services under this Contract shall also be bound by the provisions of this Contract.

In witness, whereof, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

CITY OF GRIFFIN

Douglas S. Hollberg, Mayor

Jessica O'Connor, Secretary

SOUTHERN PRIDE TREE CARE & REMOVAL INC.

Ricci L. Estes

Date: 2/22/23

Approved as to Form:

Andrew J. Whalen, III

Andrew J. Whalen, III, City Attorney

Date: _____

Exhibit A

CITY OF GRIFFIN, GEORGIA

INVITATION TO BID

BID #23-007

FOR

TREE TRIMMING AND REMOVAL SERVICES

For all questions about this Bid contact:

Sherri Huggins
shuggins@cityofgriffin.com

Deadline:
Tuesday, December 20, 2022 at 2:00 P.M.

IMPORTANT
SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If the label below is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and bid number are not discernable, your response may not be recorded as properly received.

RESPONSE SUBMITTAL

DELIVER TO:
CITY OF GRIFFIN
PROCUREMENT – 3RD FLOOR
100 S HILL STREET
PO BOX T
GRIFFIN, GA 30224

BID/PROPOSAL #: 23-007

BID/PROPOSAL NAME: Tree Trimming and Removal Services

DUE ON OR BEFORE: 2:00PM - December 20, 2022

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE & EMAIL: _____

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CITY OF GRIFFIN, GEORGIA
INVITATION TO BID
23-007
TREE TRIMMING AND REMOVAL SERVICES

1. SECTION I – BID INFORMATION

Information in this section is bid-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

1.1. PURPOSE

The City of Griffin (City) is seeking bids from qualified entities for the contract pruning and tree removal as needed within the City.

1.2. SCHEDULE & SUMMARY

This Invitation to bid will be governed by the following schedule and criteria:

	DATES
Release of Request	Friday, November 18, 2022
Pre-Bid Meeting	No
Questions due	Friday, December 2, 2022
Bids due	Tuesday, December 20 by 2:00 PM
Copies of Bid Response Required	Three, in addition to one original and one company registration
Bonds required	No
Project manager	Mariza Eller; meller@cityofgriffin.com

1.3. SCOPE OF WORK

The City is seeking bids for tree pruning and removal services throughout the City for the period beginning December 1, 2022 with the potential of up to four (4) annual renewals. The supplier will furnish all of the necessary labor, supervision, tools, equipment, supplies, materials and expertise to accomplish the pruning or removal of such trees. Trees will vary in DBH (diameter at breast height) and will be identified by the City.

In addition to the routine pruning and occasional tree removal for the City's maintenance needs, there is currently an extensive inventory of trees that have been marked for removal in order of priority. The supplier will be given a listing of this inventory and can coordinate those assignments on a regular schedule.

1.1.1 All work must be completed to the satisfaction of the City Arborist or representative, and any questions as to proper procedures or quality of workmanship will be resolved by the same. Written notice will be given by the City for unsatisfactory work, giving the supplier the opportunity to make it acceptable. If unsatisfactory work continues after the cure notice, the City has the right to cancel the existing contract and award to the next lowest responsive and responsible supplier.

1.1.2 Supplier shall be aware of all the conditions concerning the site of the work, the obstacles that may be encountered and all other relevant matters concerning the work to be performed prior to the submission of the bid response.

1.1.3 Work shall be scheduled work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, unless authorized by the City Arborist or representative.

1.1.4 Work must be commenced within ten (10) days of assignment and completed in a timely manner, except in cases of emergency in which work must be commenced within two (2) days of assignment and completed as soon as practicable. If such a delay happens for unapproved reasons, the City reserves the right to obtain services for the immediate need elsewhere. Two unapproved delays in assignments are cause for the City to cancel the existing contract and award to the next lowest responsive and responsible supplier.

1.1.5 Work shall be undertaken with all reasonable care and minimal disruption or damage to other trees, grounds, driveways, streets, and curbs, sidewalks, structures and utilities on or adjacent to work site.

1.1.6 No waste shall be left on work site overnight unless prior arrangements are made with City Arborist or representative. Organic waste generated by this work is the responsibility of the Supplier and must be disposed of properly (i.e. landfill).

1.1.7 Any damage to property as the result of the Supplier's operations shall be the responsibility of the Supplier.

1.1.8 Supplier must have a business registered with the Secretary of State and possess a current occupational tax certificate or its equivalent. Supplier shall maintain liability insurance in the minimum amount of $2,000,000.00 per occurrence that includes liability for accidents occurring during contract or at the project site that are attributable to the supplier or its agents' conduct during the time period of the subsequent Agreement. This amount shall supersede any discrepancy of amount listed in Section V. The City, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work.

1.1.9 All pruning will be consistent with ANSI-A300 Part 1, which includes the following:

1.1.9.1 Trees are to be pruned in a manner to not endanger the health of the tree.

1.1.9.2 To improve the appearance of trees pruned -

- Attention is to be given to the eventual symmetrical appearance of the trees. Pruning shall be done in order to maintain a tree-like form typical of the species of the tree being pruned.
- In lifting the bottom branches of trees for clearance, care should be given to the symmetrical appearance of the entire crown.
- All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Clean cuts shall be made at all times. All drop crotch pruning cuts will be made back to branches with a minimum of 1/3 the diameter of the parent branch.

1.1.10 All tree removal shall be consistent with the following:

1.1.10.1 All tree removals will be complete including stump removal or grinding and disposal of all woody debris.

1.1.10.2 Stumps must be ground to a minimum depth of 8 inches below normal ground level and cavities must be cleaned out. Cavities are to be back-filled with good quality fill and tamp holes up to existing grade.

1.1.10.3 There may be occasions, such as a tree already downed or a tree removed by the City, when a stump needs to be ground. Circumstances such as those require separate/specific approval and pricing.

1.1.10.4 City crews will maintain the vegetation and brush control within the Right-of-Way area.

1.1.11 Safety standards shall include, but not be limited to the following:

1.1.11.1 No spikes are to be used in climbing any trees.

1.1.11.2 All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1-1988, or as amended.

1.1.11.3 The blocking of public streets shall not be permitted unless prior arrangements have been made with the City and is coordinated with the appropriate City departments.

1.1.11.4 Supplier shall provide adequate barricades, flagmen, signs and/or public safety warning devices while working to protect and control motorists and pedestrians. Yellow flashing lights mounted on the vehicle shall not be deemed as sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the City Arborist or representative.

1.1.12 The City will reimburse the Supplier for the rental of a crane when needed, based on prior approval by the City Arborist and the submission of an authorized receipt. Rental of other necessary heavy equipment must have prior approval by the City Arborist and proper receipt in order to be reimbursed by the City.

1.1.13 A written report shall be prepared after each assignment and submitted to the City Arborist or representative within five (5) business days of completion. This report shall list the locations and numbers of trees pruned and/or removed, along with any supporting detail that is relevant.

1.1.14 The City reserves the right to inspect all work throughout the term of the resulting contract.

1.4. PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the supplier's response and in the order listed below:

a. ___ Information/Cover Page (*supplied*)
b. ___ Bid Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
c. ___ Pricing Sheet (*supplied*)
d. ___ References Sheet (*supplied*)
e. ___ Tax Compliance form (*supplied*)
f. ___ Company Registration paperwork – **to be done online***
g. ___ Supplier Affidavit – **an additional copy (showing as notarized) of the Supplier (EV) affidavit must be included with response**

* If a complete and compliant *(both required documents uploaded)* registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

A checklist for your convenience has been provided at the end of this document. This checklist is for your convenience and not required to be returned with the submittal.

* **NOTE:** Only **ONE** original and no copies of the company registration paperwork is required. This should be submitted separately from but included with the original in order to maintain the security and privacy of the registration documents. Do not include additional copies of the registration paperwork with the bid copies; only the original is needed.

1.5. EVALUATION CRITERIA

The basis of selection will be the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth within this invitation to bid, including the ability to meet the City's specifications and requirements, in addition to price. Other considerations will include, but are not limited to:

- Ability to provide requested service
- Experience
- Quality of workmanship and products used
- Timeliness of project completion
- Additional costs to the City

- Prior supplier performance
- References
- Guarantees and warranties
- Value added services and/or options
- Financial solvency
- Honesty in all portions of the response to this Invitation to Bid

At the City's discretion, a short list of the Suppliers who meet the requirements and criteria set forth in the invitation to bid may be compiled during the evaluation process and additional information regarding their bids may be requested, either in writing or in a presentation and interview session. The City reserves the right to request product demonstrations or to conduct site visits to assess installations similar to the one proposed.

The City reserves the right to determine the lowest responsible and responsive bid based on the Evaluation Committee's evaluations of the responses , which may or may not be the lowest monetary response.

CITY OF GRIFFIN, GEORGIA
REQUESTS FOR PROPOSAL, INVITATIONS TO BID
GENERAL PROVISIONS

Sections II - V review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

2. SECTION II – GENERAL TERMS AND CONDITIONS

All available information, notices and addenda regarding this RFP shall be posted on the City's website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at $10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier's responsibility to check the City's website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this bid must be submitted in the following format:

- Company Name
- Question
- Citation of relevant section of the bid

All questions, including questions regarding specification/technical issues and administrative issues, must be in writing to Procurement. The Procurement Analyst's contact email and the deadline for questions is noted in Section. 1.2.

Address: Sherri Huggins
Procurement
City of Griffin
P. O. Box T, Griffin, GA 30224

Email: shuggins@cityofgriffin.com

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions and answers will be posted as an addendum(s). Questions received after the deadline for questions, set forth in Section 1.2 of this Invitation to Bid, will not be answered unless the deadline is otherwise extended.

From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this document. The exception to this is the submission of written technical questions to the project manager with Procurement copied. The City reserves the right to reject the submission of the offending supplier if this provision is violated.

Any updates or changes to this and related documents will be posted on the City's website (https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this ITB request**.

2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this bid request will become the property of the City and will not be returned. If certain information/documents are legally recognized as Trade Secrets, the proposer must prominently mark and initial such information as "TRADE SECRETS". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

3. SECTION III –OVERVIEW AND PROCEDURES

Sections II - V review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3.1. COMPANY BACKGROUND & EXPERIENCE

Suppliers that have not contracted with the City in the past 2 years should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. Subcontractor's references are not acceptable.

The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

3.2. REFERENCES

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

3.3. BID REQUIREMENTS

3.3.1. SPECIAL CONDITIONS

By submitting a bid response, Suppliers certify that their proposals are made without collusion, fraud, or misrepresentation and they have not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the contractor, at prices offered in this bid document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

3.3.2. RESPONSES

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

3.3.3. PACKAGING OF BID

Submissions must be by the following method:
No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an unbound original and the number of copies specified in Section I. The sealed package must be labeled on the outside as follows:

(Supplier Name)
BID # (Bid Number)
(Bid Title)

Supplier response to this bid must consist of the following documents in addition to any bid-specific information requested:

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded:**
  - **Supplier Affidavit (E-Verify) (*available online*),**
  - **W-9 (*available online*),**
  - **Some responses may require an additional notarized Supplier affidavit. (See section 1.4)**
  - **NOTE:** *The City cannot award to a supplier that is not registered and compliant*
- **Tax Compliance form (required if over $99,000) (*supplied if required*),**
- **Reference list of a minimum of three (3) references (*supplied*)**

3.3.4. SUBMISSION OF BID

The original and specified copies of the bid response must be delivered to the Procurement Department no later than **the time and date specified in Section I. Any bid received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Bids must be submitted by mail to:

City of Griffin
Attention: Sherri Huggins – Accounting / Procurement
P. O. Box T, Griffin, GA 30224

Or hand delivered to:

City of Griffin
Attention: Sherri Huggins – Accounting / Procurement
100 S Hill Street, 3rd Floor
Griffin, GA 30223

***Note: Notify Procurement via email (shuggins@cityofgriffin.com) if submittal is mailed via Post Office (USPS).**

3.3.5. ALTERNATE BID DOCUMENTS

Documents prepared by the City must be used for the submission of Bid Response. Alternate bids or bids that deviate from the requirements of this solicitation may not be considered. Suppliers shall not insert in their submission any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering the subject matter thereof.

3.3.6. ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments as it deems necessary via written addenda prior to the bid opening date. If an addendum is posted within seventy-two hours of the bid opening, the bid opening will be extended in accordance with law. Suppliers shall not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and any addenda issued. In the event of a conflict, the last addendum issued will prevail. It is the Supplier's responsibility to check for addenda (under Bid Opportunities) on the City's website.

Suppliers must acknowledge any issued addenda via their Bid Response. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the Owner's requirements.

3.3.7. PROPOSAL PRICING, ERRORS AND OMISSIONS

3.3.7.1. In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2. All corrections, changes or erasures to the proposal submission are to be initialed in ink.

3.3.8. WITHDRAWAL OF BID

A supplier may withdraw his bid before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Procurement Analyst.

3.3.9. LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Bid submittals received after the bid opening date and time will not be accepted. Modifications received after the bid opening date will not be considered. The City assumes no responsibility for the premature opening of a bid not properly addressed and identified or not delivered to the proper designation.

3.3.10. MIMINUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 60 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

3.3.21. DISQUALIFICATION OF BIDS OR SUPPLIERS

Suppliers may be disqualified from participation in the bid process for reasons which include, but are not limited to the following:

3.3.21.1. Evidence of collusion;

3.3.21.2. Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);

3.3.21.3. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

3.3.21.4. Being in arrears on taxes owed to the State of Georgia;

3.3.21.5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Supplier's ability to properly perform the work;

3.3.21.6. Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity; or

3.3.21.7. Any false statement or misrepresentation in any portion of the Bid Packet, including but not limited to, misrepresentations regarding prior or current lawsuits or OSHA violations.

3.3.21.8. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal;

3.3.22. REJECTION/CANCELATION/AWARD OF BIDS

The City reserves the right to:

a) reject any and all submittals received outside the time/place stated in the notice;
b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
d) reject any or all bids or any part thereof;
e) obtain clarification on any point in a respondent submittal or obtain additional information;
f) accept the bid that is evaluated as the lowest *responsible and responsive*, regardless of whether or not it is in fact the lowest in price;
g) award the bids received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one supplier is not in the City's best interest, "all or none" offers will be rejected.

3.3.23. COST INCURRED BY SUPPLIERS

All expenses involved with the preparation and submission of the bid to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

3.3.24. BID OPENING

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publicly announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the Bid process. Refer to section 2.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

3.3.25. AWARD OF CONTRACT

Award will be made to the Supplier whose Bid is evaluated as the lowest responsive and responsible and who is compliance with all terms set forth in this Invitation to Bid. All criteria mentioned within this Invitation to Bid, including but not limited to, quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, references, and price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this bid request shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

3.3.26. PROTESTS

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department at the same name and address as set forth within Section 2.1 of this Invitation to Bid. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to bidders. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

3.3.26.1. **FILING A PROTEST**

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Procurement Department, be in writing and contain the following information in order to be valid:

3.3.26.2. The name (company), address, telephone number and email of the protestor

3.3.26.3. Signature and printed name of the protestor

3.3.26.4. Identification of the solicitation and the sections contested

3.3.26.5. A statement of reason for the protest including copies of relevant supporting documents

3.3.26.6. A description of the remedy requested.

3.3.26.7. A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items bid and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered in the bid prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing. Any misrepresentation or omission made within the Supplier Affidavit shall be cause for automatic rejection of a Bid Response.

3.6. NON-COLLUSION AFFIDAVIT

By submitting a bid, the supplier represents and warrants that such bid is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the supplier has not directly or indirectly solicited any other supplier to put in a sham bid, or any potential supplier to refrain from submitting and that the supplier has not in any manner sought by collusion to secure any advantage over any other supplier.
By submitting a bid, the supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the supplier is independent of the City.

3.7. HOLD HARMLESS AND INDEMNIFICATION

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

3.8. BID BONDS (Bid, Performance, Payment)

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred percent (100%) Payment bond shall be furnished payable to, in favor of, and for the protection

of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

4. SECTION IV – OTHER GENERAL SPECIFICATIONS

Sections II - V review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

4.1. FORCE MAJEURE

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

4.1.1. The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

4.1.2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

4.1.3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;

4.1.4. The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

4.2. SUPPLIER'S INVOICE

4.2.1. Unless the City and the Supplier mutually agree to alter this provision pursuant to the terms of a subsequent contract, the Supplier shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *Mariza Eller*, PO Box T, Griffin, GA 30224. A proper invoice must include the items listed below:

(a) Name and address of the Supplier.

(b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)

(c) Purchase order number for supplies delivered or work completed.

(d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.

(e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).

(f) Name and address to which payment is to be sent.

(g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(h) Any other information or documentation required by the contract (e.g., evidence of shipment).

4.2.2. A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

(a) Name of supplier

(b) Purchase Order number

(c) Ship to Department and Address

(d) Description, Quantity, unit price, and extension of each item.

(e) Date of delivery or shipment.

4.3. TAX LIABILITY

The supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

4.4. PAYMENT

Payment will be made for items accepted by the City; standard terms are net 30, but other arrangements may be made should the City and the awardee of the bid mutually agree to an alternate arrangement via subsequent contract.

4.5. ESTIMATED QUANTITIES

The quantities of items specified in the Bid Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

4.6. ASSIGNMENT OR NOVATION OF CONTRACT

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

4.7. TERMINATION FOR CAUSE

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

4.8. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City, such as an unforeseen project cancellation. Any such termination shall be affected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. The City will payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc.

4.9. TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

4.10. CHANGES

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

4.11. REPORTING DISPUTES

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

5. SECTION V –INSURANCE REQUIREMENTS

Sections II - V review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the response submittal. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

5.1. STANDARD INSURANCE REQUIREMENTS

5.1.1. *Commercial General Liability Insurance* - $1,000,000 limit per person, $2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

5.1.2. *Automobile Insurance* - $1,000,000 limit per person or $2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

5.1.3. *Umbrella Coverage*

5.1.3.1. *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage.

5.1.3.2. *Professional Liability/Errors & Omissions Insurance* - $2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

5.2. OTHER INSURANCE PROVISIONS

5.2.1. All Coverage

5.2.1.1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.2.1.2. If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.2.1.3. Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

5.2.2. Commercial General Liability and Automobile Liability Coverage

5.2.2.1. The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2. The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.2.2.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4. Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.3. Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement.

5.2.4. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to the City.

5.2.5. Acceptability of Insurer

Insurance is to be placed with Georgia admitted A-rated carriers or better by A.M. Best's rating service.

5.2.6. Verification of Coverage

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

5.2.7. Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

For the suppliers contracting for physical labor or providing services with the City:

6.1. VENDOR/CONTRACTOR AFFIDAVIT

6.1.1. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

6.2. SUBCONTRACTORS

6.2.1. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

6.2.1.1. Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Contractor is liable to the City.

6.2.1.2. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

6.2.1.3. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

7. TITLE VI –as applied through the Civil Rights Restoration Act of 1987

The CITY OF GRIFFIN, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the City regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

Please separate and use the following pages with your response submittal.

Exhibit B

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name Southern Pride Tree Care & Removal, Inc. Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ 35 /hr

Foreman . . . . . $ 45 /hr

Equipment . . . . . $ 80 /hr

Operator . . . . . $ 40 /hr

Note: *the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).*

Tree Removal *(including the grinding of stump)*

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	*Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City*		
3" to 15"	170.00	120.00	⊗ Stumps over 6" in diameter will be an additional 20% cost
16" to 24"	520.00	420.00	
25" to 36"	1150.00	950.00	
37" to 48"	2100.00	1900.00	⊗ Stumps with root chasen with be an additional 20% cost
49" to 60"	2450.00	2100.00	
61" to 72"	3650.00	3100.00	
Over 60" *(per inch)*	60.00 (per)	51.00	Price per caliper inch for inches over 60

Note: *A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.*

Define your crew composition and identify conditions that require different crew make-up:

my crew consist of climber, bucket operator, loader operator, grounds man all have been with this company since 2015. we have several great recommendations from seasonal customers and agents have provided.

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: yes rigging: yes ladders: no (unless needed)

hand/power tools: yes chippers: yes bucket truck (specify reach): 75 ft.

skid steers, dump trucks, small crane truck. road signs for road work. brush hog and mulcher. ⊗ we do not use ladders to do tree work

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? yes, he is contracted in as needed

Other fees not included in the above: ..... $ 65.00

Other fees not included in the above: ..... $ _____

Additional comments/recommendations: our complete crew is also traffic controlled Certified as well as all needed Road signs for street work as well as extra insurance of umbrella for street work.

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: Southern Pride Tree Care & Removal, Inc.

Contact Person: _____ Ricci L. Estes

(Signature) (Printed Name)

EXHIBIT "C"

2 CFR 200 CONTRACT PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, 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, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(10) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(11) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out

such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if ii fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, for any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, RTC Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

CEO

Name and Title of Contractor's Authorized Official

2/22/23

Date

PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the City, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

(1) Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO AND FLAG

The contractor shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract with Southern Tree Solutions as a secondary tree contractor, second lowest bidder, for tree trimming and removal services with the cost of service dependent upon each service provided as stated in Exhibit B to the contract. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin Public Works Department requested bid proposals for tree trimming and removal services. Southern Pride Tree Care & Removal was the lowest and most responsive bidder with Southern Tree Solutions as second. The City's capacity to keep up with tree maintenance services will be ensured by establishing a contract for tree removal and pruning services. The contract will have an initial term of twelve (12) months and will automatically renew for four (4) successive twelve (12) month renewal terms.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The Street Department has budgeted funds within 101-4220-52-1300 (Technical Services) for tree trimming and removal services.

Submitted By:
Mariza Eller

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Southern Tree Solutions Bid Response.pdf
Bid Response Documents.pdf
Southern Tree Solutions Contract[74].pdf

Griffin
Growing, TOGETHER

RESPONSE SUBMITTAL

BID #23-007

For

TREE TRIMMING AND REMOVAL SERVICES

Submitted by:

Name of Company: Southern Tree Solutions LLC
Mailing Address: 108 Maddoxwoods Dr.
City/State/Zip: Griffin GA 30224
Phone (including area code): 770 584 6248
E-mail: SouthernTreeSolutions@yahoo.com

Submittal Deadline:
Tuesday, December 20, 2022 at 2:00 P.M.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

BID 23-007 TREE TRIMMING AND REMOVAL SERVICES
BID RESPONSE ACKNOWLEDGEMENT

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on the Exceptions page.** The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications . . . . . Acknowledgement _____

Addendum No. 1 dated 11/21/22 Acknowledgement _____

Addendum No. 2 dated 12/1/22 Acknowledgement _____

Addendum No. 3 dated 12/5/22 Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Suppliers must acknowledge the Specifications and any issued addenda. Bids which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the bid if the addendum contained information which substantively changes the City's requirements.

BID RESPONSE SIGNATURE

Please indicate organization type: ___ Individual ___ Partnership Corporation

NAME OF COMPANY: Southern Tree Solutions

MAILING ADDRESS: 108 Maddoxwoods Dr.

CITY /STATE/ZIP: Griffin GA 30224

PHONE (including area code): 770-584-6248

E-MAIL: SouthernTreeSolutions@yahoo.com

_____ owner

AUTHORIZED SIGNATURE TITLE

Perry Glanton owner

NAME (PRINTED) TITLE (PRINTED)

****

RESPONDING WITH 'NO BID'

Our company has elected to submit a 'NO BID" response for the following reason: _____

_____

_____

_____

_____

AUTHORIZED SIGNATURE TITLE

_____

NAME (PRINTED) TITLE (PRINTED)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name Southern Tree Solutions Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ 18 /hr

Foreman . . . . . $ 35 /hr

Equipment . . . . . $ 100 /hr

Operator . . . . . $ 25 /hr

Note: the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).

Tree Removal (including the grinding of stump)

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City		
3" to 15"	$215	$150	
16" to 24"	$600	$490	
25" to 36"	$1300	$975	
37" to 48"	$2450	$2075	
49" to 60"	$3300	$2675	
61" to 72"	$4900	$4150	
Over 60" (per inch)	$85	$70	Price per caliper inch for inches over 60

Note: A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.

Define your crew composition and identify conditions that require different crew make-up: We work with an 8 man crew, including a Crane operator and Loader operator. Our large crew allows us to work more efficiently and also allows for a heavier workload while still maintaining our schedule. Our larger crew would also allow the dedication of multiple select crewmen to work exclusively on contracted City of Griffin work.

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: ✓ rigging: ✓ ladders: ✓

hand/power tools: ✓ chippers: ✓ bucket truck (specify reach): N/A

- 3 dump trucks
- log truck
- 2 chip trucks
- 2 loaders
- 33 ton Crane
- 70' aerial lift

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? NO

Other fees not included in the above: . . . . . $ N/A

Other fees not included in the above: . . . . . $ N/A

Additional comments/recommendations: Our crew utilizes a 33 ton crane along with a turf friendly 70' aerial lift and turf friendly loader. This equipment allows us to complete any assigned job quickly, with close attention to detail and safety. It also allows us to protect the surrounding landscape.

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: Southern Tree Solutions LLC

Contact Person: _____ Perry Glanton

(Signature) (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID. THIS FORM MUST BE COMPLETED FOR EACH BID SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City of Griffin requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:
Company Name: Mcleroy Inc
Brief Description of Project: Removal of trees to make room for drain pipe
Completion Date: 8/19/22
Contact Person: Jason Hachett
Telephone: 770-296-3003 E-mail: Jason@mcleroyinc.com

REFERENCE 2:
Company Name: Southern Scapes
Brief Description of Project: Removal of 23 trees at Chick-fil-A Riverdale
Completion Date: 12/14/21
Contact Person: Mark Redmond
Telephone: 770-652-1266 E-mail: SouthernScapesmark@gmail.com

REFERENCE 3:
Company Name: Those Tree Guys
Brief Description of Project: Removal of 6 trees from residence
Completion Date: 7/29/22
Contact Person: Bob Paulus
Telephone: 678-988-8109 E-mail: ThoseTreeGuys@yahoo.com

COMPLETED BY:
Company Name: Southern Tree Solutions LLC
Contact Person: [signature] Perry Blanton
(Signature) (Printed Name)

STATE OF GEORGIA
CITY OF GRIFFIN

SUPPLIER (E-VERIFY) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

A) ____ My company provides products only for the City (no physical labor or services).

B) ____ I am a sole proprietor and have no employees.

C) ____ My company is providing labor or services on a one-time basis that amounts to under $2,500.00.

D) PC My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

Perry Clanton 12/19/22

BY: Authorized Officer or Agent — Printed Name — Date

Southern Tree Solutions LLC owner

Company / Contractor Name — Title of Authorized Officer or Agent of Contractor

While the City requests a signed affidavit from every supplier, only those that provide labor or services that could amount to $2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

****

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

1776456

EEV / (E-Verify # issued by Homeland Security IF checked above)

BRENT H TAYLOR NOTARY PUBLIC PIKE COUNTY, GEORGIA My Commission Expires 02-13-2024

Sworn to and subscribed before me

This 19th day of December, 20 22

Notary Public Brent H Taylor

My commission expires: 02-13-2024

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (!RCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV I Basic Pilot Program" operated by

Southern Tree Solutions

12/19/2022

To whom it may concern:

A complete and compliant registration has been submitted online for Southern Tree Solutions. Both required documents have been uploaded and are on file.

STATE OF GEORGIA
CITY OF GRIFFIN

TAX COMPLIANCE FORM*

*Must be completed for all bids with an aggregate total of more than $99,000.00.

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: Southern Tree Solutions LLC
- Physical Location Address: 108 Maddoxwoods Dr. Griffin GA 30224
- Federal Identification Number (FEI): 82-2965567
- Have you ever been registered in the State of Georgia? Yes
- If so, please provide the following information, if applicable:
  - State Taxpayer Identification Number (STI): 82-2965567
  - Sales and Use Tax Number: N/A
  - Withholding Tax Number: N/A
- What type of service will you perform? Tree removal and Tree Trimming
- Will you sell any tangible personal property or goods? NO
- Supplier's Affiliate's Name: N/A
  - FEI: N/A
  - STI: N/A
  - Sales and Use Tax Number: N/A
  - Withholding Tax Number: N/A

  If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
  - Name: Tessey Glanton
  - Telephone Number: 7705845100
  - E-mail Address: Tessey.Glanton@yahoo.com

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.

Jimmy L. Huff
210 Emerald Lake Drive
Fayetteville, Ga 30215
jimmylhuff@gmail.com

Letter of Recommendation December 13, 2022

I wholeheartedly endorse, support and recommend the Southern Tree Solution as a tree removal company. Over the years and in several states, I have had trees removed from my residences, and Southern Tree Solution has exceeded the services of others. Within the past 3 years I have contracted with Southern to remove some 25 trees from my property.

There are many tree removal companies within the Atlanta Metro, and I have used at least 3 other companies. Most companies have the equipment and employees to remove trees. Some show up when communicated, and their performance has been mediocre at best. The Southern Tree Solution is indeed a professional tree removal company. I base this statement primarily on performance, and adherence to Occupational Safety and Health Protocols, such as:

a. ***Workplace Analysis/Safety Protocol:*** During both initial visits, Mr. Perry Glanton, performed a thorough workplace analysis that was inclusive of safety processes. Additionally, he informed me not to run the irrigation system several days prior to the work and to identify sprinkler heads locations. When his crew arrived, he again discussed the process of performing the work. They were extremely conscious of protecting my property and minimizing damage to the lawn. They strategically placed plywood where equipment would be used. They removed the trees, cleaned up and left my property in better shape than when they arrived.

b. ***Team Work:*** The team arrived at or before the time they communicated. Mr. Glanton briefed the team, walked the property with them and listened to their input prior to performing work. He made necessary adjustments based upon team input. It was apparent that the team understood teamwork as it was obvious that each team member understood their responsibilities and they worked harmoniously with each other.

c. ***Outstanding Service:*** Southern Tree Solution is a performance based company and they provided outstanding service. Hence I have referred them to relatives, neighbors and friends. I based this on a few factors: (a) I have contracted with several tree removal companies in Texas, Virginia and here in Georgia. None of the other companies came close to the services provided by Southern Tree Solution and (b) I spent over 35 years as an Occupational Safety and Health Practitioner (local, county and federal governments), retired as the Occupational Safety and Health Manager for a Federal Agency, and I can attest that Southern is a *performance and Safety conscious company.*

I highly recommend Southern be awarded any tree removal contract for which they are being considered. Further, I understands that governmental agencies are required to award contracts to the lowest responsible bidder. Based on my experience and sitting on evaluation teams, I've reminded procurement professionals/panels not to forget ***"responsible bidder"*** for award.

For additional comments, and concerns please do not hesitate to contact me.

Jimmy L Huff
Certified Public Manager, Texas State University, San Marcos, Texas
Senior Fellow, Partnership for Public Service, Washington D.C.

Letter of Recommendation

Date: 12-12-22

To Whom This May Concern,

My name is Joshua H. Wilson and am proud to offer my recommendation of Southern Tree Solutions to whom I have professionally known and done business with for since 2018.

During this time working with Southern Tree Solutions I have experienced a very professional company that does what is asked of them and will make sure everything is taken care of in a timely manner and ensure the safety of the surrounding area for patrons as well as their crew's. Southern Tree Solutions have shown nothing less than being polite, respectable, and have always presented themselves as professionals that strive to do the best work possible.

Please do not hesitate to contact me if you should require further information.

Best,

Signature Joshua H. Wilson Date 12-12-22

Phone 678-725-7796

E-Mail jwilson@fayettecountyga.gov

Subject Letter of Recommendation

From Randy Kent
<rkent@fayettecountyga.gov>

To: southerntreesolutions@yahoo.com
<southerntreesolutions@yahoo.com>

Date Dec 7 at 8:45 AM

FYI,

This Letter of Recommendation is for Southern Tree Solutions, 1303 North McDonough Road, Griffin, GA 30223.

I have personally known Perry for several years. I have been using his tree services both personally and at the Fayette County Sheriff's Office in Fayetteville, GA where I am the Senior Maintenance Technician.

Perry is a person of outstanding character and runs his business in a very safe and professional manner. Of all the work he has done for me I have never been disappointed in his work or his personnel. If he tells you he will do something you can count it done.

Randy Kent
FCSO Senior Maintenance Technician

December 15, 2022
Image Lawn Care
Justin Sharpton
770-584-2137
llc79@bellsouth.net

Letter of Recommendation

To whom it may concern:

I highly recommend **Southern Tree Solutions** for any tree removal contracts they are being considered for. I have worked with Perry and the Southern Tree Solutions crew, in my capacity as owner of Image Lawn Care, as well as personally and have recommended them to my own friends and family.

During the past 2-3 years, I have used **STS** for upwards of 7-8 jobs where tree removal, or trimming, was required. On all occasions, I have found the entire team to be reliable, safe, and efficient in the service they provide. The crew has always shown up on time and seems very knowledgeable about the tree removal process. They take care to get the job done with as little impact to property as possible and make sure to thoroughly clean up any debris at the job's completion.

Southern Tree Solutions proves time and again to be a professional and dependable company with a high level of expertise in the area of tree removal. I do now and will continue to recommend them for any tree removal needs both commercially and personally.

For any further information, do not hesitate to contact me directly.

Sincerely,

Justin Sharpton
Image Lawn Care

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Southern Tree Solutions

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1303 N. Mcdonough Rd

Requester's name and address (optional)

6 City, state, and ZIP code

Griffin, Ga 30223

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	2	–	2	9	6	5	5	6	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Verified by PDFfiller

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12/19/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2022

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	CONTACT NAME: Debra Howard
Millenium of Griffin Insurance Agency 1341 West Solomon Street Griffin GA 30223	PHONE (A/C, No, Ext): (770) 227-1584 FAX (A/C, No): (770) 227-1116 E-MAIL ADDRESS: Debra@Milleniuminsuranceinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ategrity Specialty Insurance Company	16427
INSURER B : Progressive Mountain Ins Co	35190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Southern Tree Solutions LLC, 108 MADDOXWOODS DR, GRIFFIN GA 30224-5296

COVERAGES **CERTIFICATE NUMBER:** CL22121306460 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			01 C PK P20038893 01	11/28/2022	11/28/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			08357483	12/15/2022	12/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 300,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							MULP	$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF GRIFFIN
100 S HILL ST
GRIFFIN GA 30223

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

Debra Howard

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CERTIFICATE OF LIABILITY INSURANCE

Date: 12/13/2022

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Coverages

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. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2022	01/01/2023	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 98-66-903

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Southern Tree Solutions LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: GA.
Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com

Project Name:

ISSUE 07-27-22 (KLT). REISSUE 12-13-22 (KLT)

Begin Date: 2/1/2021

CERTIFICATE HOLDER

CITY OF GRIFFIN

100 S. HILL STREET
GRIFFIN, GA 30224

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name Southern Pride Tree Care & Removal, Inc. Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ 35 /hr

Foreman . . . . . $ 45 /hr

Equipment . . . . . $ 80 /hr

Operator . . . . . $ 40 /hr

Note: *the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).*

Tree Removal *(including the grinding of stump)*

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	*Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City*		
3" to 15"	170.00	120.00	⊗ Stumps over 6" high will be an additional 20% cost
16" to 24"	520.00	420.00	
25" to 36"	1150.00	950.00	
37" to 48"	2100.00	1900.00	⊗ Stumps with root chasen with be an additional 20% cost
49" to 60"	2450.00	2100.00	
61" to 72"	3650.00	3100.00	
Over 60" *(per inch)*	60.00 (per)	51.00	Price per caliper inch for inches over 60

Note: *A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.*

Define your crew composition and identify conditions that require different crew make-up: my crew consist of climber, bucket operator, loader operator, grounds man all have been with this company since 2015. we have several great Recommendation from several customers and agents have provided.

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: yes rigging: yes ladders: no (unless needed)

hand/power tools: yes chippers: yes bucket truck (specify reach): 75 ft.

skid steers, dump trucks, small Crane truck. road signs for road work. brush hog and mulcher. ⊗ we do not use ladders to do tree work

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? yes, he is contracted in as needed

Other fees not included in the above: ..... $ 65.00

Other fees not included in the above: ..... $ _____

Additional comments/recommendations: our complete crew is also traffic controlled certified as well as all needed Road signs for street work as well as extra insurance ~~for~~ of umbrella for street work.

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: Southern Pride Tree Care & Removal, Inc.

Contact Person: _____ Ricci L. Estes

(Signature) (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name Southern Tree Solutions Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ 18 /hr

Foreman . . . . . $ 35 /hr

Equipment . . . . . $ 100 /hr

Operator . . . . . $ 25 /hr

Note: the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).

Tree Removal (including the grinding of stump)

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City		
3" to 15"	$215	$150	
16" to 24"	$600	$490	
25" to 36"	$1300	$975	
37" to 48"	$2450	$2075	
49" to 60"	$3300	$2675	
61" to 72"	$4900	$4150	
Over 60" (per inch)	$85	$70	Price per caliper inch for inches over 60

Note: A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.

Define your crew composition and identify conditions that require different crew make-up: We work with an 8 man crew, including a Crane operator and loader operator. Our large crew allows us to work more efficiently and also allows for a heavier workload while still maintaining our schedule. Our larger crew would also allow the dedication of multiple select crewmen to work exclusively on contracted City of Griffin work.

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: ✓ rigging: ✓ ladders: ✓

hand/power tools: ✓ chippers: ✓ bucket truck (specify reach): N/A

- 3 dump trucks
- log truck
- 2 chip trucks
- 2 loaders
- 33 ton Crane
- 70' aerial lift

ITB 23-007
PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? NO

Other fees not included in the above: . . . . . $ N/A

Other fees not included in the above: . . . . . $ N/A

Additional comments/recommendations: Our crew utilizes a 33 ton crane along with a turf friendly 70' aerial lift and turf friendly loader. This equipment allows us to complete any assigned job quickly, with close attention to detail and safety. It also allows us to protect the surrounding landscape.

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: Southern Tree Solutions LLC

Contact Person: _____ Perry Glanton

(Signature) (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name AKA TREE SERVICE Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ 18.00 /hr Foreman . . . . . $ 20.00 /hr

Equipment . . . . . $ 250.00 /hr Operator . . . . . $ 30.00 /hr

Note: *the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).*

Tree Removal *(including the grinding of stump)*

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	*Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City*		
3" to 15"	$350.00	$275.00	
16" to 24"	$650.00	$575.00	
25" to 36"	$1,500.00	$1,250.00	
37" to 48"	$2,600.00	$2,200.00	
49" to 60"	$3,500.00	$3,100.00	
61" to 72"	$5,250.00	$4,800.00	
Over 60" *(per inch)*	$1.00	$1.00	Price per caliper inch for inches over 60

Note: *A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.*

Define your crew composition and identify conditions that require different crew make-up: AKA Tree Service runs (11) crews, full time. We operate with skid steers, mini skids, chippers, chip trucks, bucket trucks, grapple trucks, spider lifts, cranes, etc. We have the equipment and eployees to complete all size jobs.

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: YES rigging: YES ladders: YES

hand/power tools: YES chippers: YES bucket truck (specify reach): YES (75FT)

SKID STEERS, MINI SKIDS, CHIPPERS, CHIP TRUCKS, CRANES, SPIDER LIFTS, AND GRAPPLE TRUCKS.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? YES. (12)

Other fees not included in the above: . . . . . $ 0.00

Other fees not included in the above: . . . . . $ 0.00

Additional comments/recommendations: _____

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: AKA TREE SERVICE

Contact Person: _____ Lee Brogan
(Signature) (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name **Life's Tree Doctor LLC** Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ **120** /hr

Foreman . . . . . $ **85** /hr

Equipment . . . . . $ **320** /hr

Operator . . . . . $ **65** /hr

Note: the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).

Tree Removal (including the grinding of stump)

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City		
3" to 15"	**$1,190**	**$495**	
16" to 24"	**$2,925**	**$800**	
25" to 36"	**$5,625**	**$1,090**	
37" to 48"	**$7,925**	**$1,525**	
49" to 60"	**$9,225**	**$2,225**	
61" to 72"	**$11,525**	**$3,425**	
Over 60" (per inch)	**$200**	**$100**	Price per caliper inch for inches over 60

Note: A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.

Define your crew composition and identify conditions that require different crew make-up: **A trimming crew consists of a foreman (Certified Arborist), 5 groundsmen, a truck/crane operator, a chipper, chip truck and skid steer (if necessary). A removal crew is similar, but with a a minimum of 2 climbers, 40 ton crane and mini skid steer.**

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: **X** rigging: **X** ladders: _____

hand/power tools: **X** chippers: **X** bucket truck (specify reach): **65 Ft**

40 ton crane (when necessary)

ITB 23-007
PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? Yes

Other fees not included in the above: . . . . . $ 0

Other fees not included in the above: . . . . . $ 0

Additional comments/recommendations: N/A

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: Life's Tree Doctor, LLC

Contact Person: _____ Jarrell Smith
(Signature) (Printed Name)

CONTRACT FOR TREE TRIMMING & REMOVAL SERVICES
Secondary Contractor

This AGREEMENT ("Agreement" or Contract") is made and entered into this ____ day of February, 2023. By and between the **City of Griffin,** a Georgia municipal corporation (hereinafter "City'), and **Southern Tree Solutions,** a Georgia Limited Liability Company (hereinafter "Contractor").

PREAMBLE

WHEREAS, in response to the City's Request for Proposal No. 23-007 ("RFP"), the Contractor submitted a written ("Proposal") to provide certain tree pruning and removal services throughout the City, including necessary labor, supervision, tools, equipment and supplies, and to provide other such work incidental to those services;

WHEREAS, the City desires to enter into a renewable contract whereby Contractor would be the City's secondary tree contractor, retained on an as needed when the City's primary contractor is unavailable, to perform services in accordance with the terms of this Agreement and the terms of the RFP and Proposal, attached and incorporated herein as Exhibit "A" and Exhibit "B" respectively;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties hereby agrees as follows:

AGREEMENT

1. Term and Termination.

    a. *Term.* This Contract shall have an initial term of twelve (12) months, beginning upon the full execution of the contract. Thereafter, the contract shall automatically renew for four (4) successive twelve (12) month renewal terms, unless the City provides written notice of intent not to renew at least twenty (20) days prior to the end of the then-current term;

    b. *Termination.* During the initial term or any renewal term of this Contract, either Party may terminate this contract at-will, with or without cause, upon delivery of a notice of intent to terminate to the other party. The Contract shall automatically terminate within thirty (30) days of receipt of such notice.

2. Scope of Work.

    a. *Secondary Contract for Routine Tree Removal & Pruning Services.* Contractor and City agree that this Contract designates Contractor as the City's secondary tree removal and pruning contractor for routine removal of trees identified by the City in the event that the City's primary contractor is unable to complete the request. Should

Contractor be unable or unwilling to remove a tree within the timeline designated by the City, Contractor should inform the City as soon as practicable. The City reserves the right to utilize its primary Contractor at the City's sole discretion. Further, the City reserves the right to enter into or activate additional contracts for tree removal services in the event of a major storm event or other weather-related disaster in order to meet the City's disaster recovery needs.

b. *Scope of Work in RFP Section 1.3.* The Scope of Work set forth in Section 1.3 of the RFP, attached as Exhibit "A", is hereby incorporated herein and shall provide for Contractor's obligations as it relates to services rendered by Contractor to the City.

c. *Pricing.* The Contractor's Proposal submitted in response to the City's RFP, attached as Exhibit "B", is hereby incorporated herein and shall be used as the pricing schedule for Contractor's services under this Contract.

d. *Other Obligations of Contractor.*

   i. Contractor agrees to make every effort to meet the performance deadlines set by the City, and to otherwise carry out service requests in a timely and efficient manner; however, Contractor shall not be liable for damages, in any form, which arise due to delays caused by inclement weather, act of god, or other cause beyond Contractor's control.

   ii. Except where otherwise provided in the Contract or Proposal, the Contractor shall provide labor, materials, equipment, tools, construction equipment and machinery, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

   iii. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

   iv. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from performance of the Work, provided that (i) such claims, damages, loss or expense is attributable to bodily harm, sickness, disease or death, or to the extent caused in whole or in part by negligent acts or omissions of the Contractor; and (ii) such claim, damage, loss or expense is not caused in part by County, its agents, servants or employees.

   v. Contractor may, at its discretion, engage subcontractors to perform work hereunder. Contractor shall fully pay said subcontractors and shall ensure that subcontractors comply with the requirements set forth in this Contract.

vi. Contractor will attempt to minimize all disturbances to the customer's lawn and surfaces. It is normal to have some dents in the yard during tree work as a result of falling wood. This is especially true during removals or wet conditions. It is also normal to have temporary damage to turf grasses from cleanup activities. If the customer finds this unacceptable we can take measures to insure this damage will not occur. This will add labor costs to the job and must be specified in the estimate or it will be billed in addition. If there is any root damage to turf or perennial beds or any ruts are made in the lawn from our equipment, we will repair damage to the customers satisfaction.

vii. Contractor will make every attempt possible to minimize any damage to driveways and sidewalks. If there is a problem that is unknown such as a void area under concrete, or thin spots which cause a failure under the load of our equipment we are not responsible for this damage. If any damage is caused from falling debris as a result of our work, we will take responsibility and correct the damage to the customers satisfaction.

3. Insurance.

a. Contractor shall maintain general liability insurance and ensure employee coverage by Workers' Compensation as required by law. Certificates of Coverage must be made available to the City upon request.

4. Safety.

a. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

i. Employees on the Work and other persons who may be affected thereby;
ii. The Work and materials and equipment to be incorporated therein; and
iii. Other property, passerby, and the public at large.

b. Contractor warrants that all arboriculture operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboriculture operations unless authorized by Contractor's crew leader on-site.

5. Miscellaneous Provisions.

a. *Notice.* Any notice to be given under this Contract shall be in writing and may be affected by personal delivery, email, or by next day delivery through FedEx or other reputable, overnight courier service, in each case delivered or addressed to the receiving party as set forth below:

Contractor:
Southern Tree Solutions
108 Maddoxwoods Dr.
Griffin, GA 30224
southerntreesolutions@yahoo.com

City:
City of Griffin
C/O Public Works Department
100 S. Hill St.
P.O. Box T
Griffin, GA 30224

b. *Governing Law.* The Contract shall be governed by the law of the State of Georgia.

c. *Compliance with 2 CFR 200.* Contractor further acknowledges that FEMA financial assistance may be used to fund certain work orders during the term of this Contract. Contractor agrees to comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives as applicable. The Parties further agree to comply with all applicable state and local laws, regulations, codes, ordinances, and proclamations. Contractor expressly agrees to comply with the provisions set forth in Exhibit "C" attached and incorporated herein when performing work related to a work order related to any state or federally declared emergency.

d. *Severability.* If any provision of this Contract is deemed invalid or unenforceable, the remainder of this Agreement shall remain unaffected. Each provision of this Agreement, except as otherwise herein provided, shall be valid and enforced to the fullest extent permitted by law.

e. *Ambiguity.* To the extent that there are contradictions or ambiguity created between this Contract and the terms of set forth in Exhibit "A" attached and incorporated herein, this Contract shall govern. Provided, however, that if the Contract is silent as to a requirement or provision, the terms of Exhibit "A" shall govern.

f. *Headings.* The captions and headings herein are for convenience and reference only, and in no way defined or limit the scope and content of this Contract or the provisions herein.

g. *Assignment.* This Agreement may not be assigned by Contractor without the prior written consent of the City.

h. *Entire Agreement.* This Contract, together with its attached exhibits incorporated herein, contains the final and entire agreement between the parties. The parties shall not be bound by any terms, conditions, statements, warranties or representations, oral. Or written, not contained herein. No change or modifications of this agreement shall be valid unless in writing and signed by the party against which it is sought to be

enforced.

i. *Execution.* This Agreement is not enforceable until such time as it has been executed by both the City and Contractor.

j. *Relationship Between the Parties.* Services rendered by Contractor pursuant to this Contract shall be rendered as an independent contractor and not an agent or employee of the City. The City assumes no liability for the actions of Contractor, its agents, or employees. This Contract does not create a joint venture, partnership, undertaking or business between the parties, nor does it create any rights or benefits to third parties. Contractors employees and/or subcontractors, if any, who perform services under this Contract shall also be bound by the provisions of this Contract.

In witness, whereof, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

CITY OF GRIFFIN

_____
Douglas S. Hollberg, Mayor

_____
Jessica O'Connor, Secretary

SOUTHERN TREE SOLUTIONS

_____
Perry Glanton

Date: 2/22/23

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

Date: _____

Exhibit A

CITY OF GRIFFIN, GEORGIA

INVITATION TO BID

BID #23-007

FOR

TREE TRIMMING AND REMOVAL SERVICES

For all questions about this Bid contact:

Sherri Huggins
shuggins@cityofgriffin.com

Deadline:
Tuesday, December 20, 2022 at 2:00 P.M.

IMPORTANT
SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If the label below is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.

Please make sure either the label below or the information on the label appears on the **OUTSIDE of the delivery package** and is clearly visible. There may be multiple solicitations open at any given time and if the sender organization and bid number are not discernable, your response may not be recorded as properly received.

RESPONSE SUBMITTAL

DELIVER TO:
CITY OF GRIFFIN
PROCUREMENT – 3RD FLOOR
100 S HILL STREET
PO BOX T
GRIFFIN, GA 30224

BID/PROPOSAL #: 23-007

BID/PROPOSAL NAME: Tree Trimming and Removal Services

DUE ON OR BEFORE: 2:00PM - December 20, 2022

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE & EMAIL: _____

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CITY OF GRIFFIN, GEORGIA
INVITATION TO BID
23-007
TREE TRIMMING AND REMOVAL SERVICES

1. SECTION I – BID INFORMATION

Information in this section is bid-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - VII.

1.1. PURPOSE

The City of Griffin (City) is seeking bids from qualified entities for the contract pruning and tree removal as needed within the City.

1.2. SCHEDULE & SUMMARY

This Invitation to bid will be governed by the following schedule and criteria:

	DATES
Release of Request	Friday, November 18, 2022
Pre-Bid Meeting	No
Questions due	Friday, December 2, 2022
Bids due	Tuesday, December 20 by 2:00 PM
Copies of Bid Response Required	Three, in addition to one original and one company registration
Bonds required	No
Project manager	Mariza Eller; meller@cityofgriffin.com

1.3. SCOPE OF WORK

The City is seeking bids for tree pruning and removal services throughout the City for the period beginning December 1, 2022 with the potential of up to four (4) annual renewals. The supplier will furnish all of the necessary labor, supervision, tools, equipment, supplies, materials and expertise to accomplish the pruning or removal of such trees. Trees will vary in DBH (diameter at breast height) and will be identified by the City.

In addition to the routine pruning and occasional tree removal for the City's maintenance needs, there is currently an extensive inventory of trees that have been marked for removal in order of priority. The supplier will be given a listing of this inventory and can coordinate those assignments on a regular schedule.

1.1.1 All work must be completed to the satisfaction of the City Arborist or representative, and any questions as to proper procedures or quality of workmanship will be resolved by the same. Written notice will be given by the City for unsatisfactory work, giving the supplier the opportunity to make it acceptable. If unsatisfactory work continues after the cure notice, the City has the right to cancel the existing contract and award to the next lowest responsive and responsible supplier.

1.1.2 Supplier shall be aware of all the conditions concerning the site of the work, the obstacles that may be encountered and all other relevant matters concerning the work to be performed prior to the submission of the bid response.

1.1.3 Work shall be scheduled work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, unless authorized by the City Arborist or representative.

1.1.4 Work must be commenced within ten (10) days of assignment and completed in a timely manner, except in cases of emergency in which work must be commenced within two (2) days of assignment and completed as soon as practicable. If such a delay happens for unapproved reasons, the City reserves the right to obtain services for the immediate need elsewhere. Two unapproved delays in assignments are cause for the City to cancel the existing contract and award to the next lowest responsive and responsible supplier.

1.1.5 Work shall be undertaken with all reasonable care and minimal disruption or damage to other trees, grounds, driveways, streets, and curbs, sidewalks, structures and utilities on or adjacent to work site.

1.1.6 No waste shall be left on work site overnight unless prior arrangements are made with City Arborist or representative. Organic waste generated by this work is the responsibility of the Supplier and must be disposed of properly (i.e. landfill).

1.1.7 Any damage to property as the result of the Supplier's operations shall be the responsibility of the Supplier.

1.1.8 Supplier must have a business registered with the Secretary of State and possess a current occupational tax certificate or its equivalent. Supplier shall maintain liability insurance in the minimum amount of $2,000,000.00 per occurrence that includes liability for accidents occurring during contract or at the project site that are attributable to the supplier or its agents' conduct during the time period of the subsequent Agreement. This amount shall supersede any discrepancy of amount listed in Section V. The City, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work.

1.1.9 All pruning will be consistent with ANSI-A300 Part 1, which includes the following:

1.1.9.1 Trees are to be pruned in a manner to not endanger the health of the tree.

1.1.9.2 To improve the appearance of trees pruned -

- Attention is to be given to the eventual symmetrical appearance of the trees. Pruning shall be done in order to maintain a tree-like form typical of the species of the tree being pruned.
- In lifting the bottom branches of trees for clearance, care should be given to the symmetrical appearance of the entire crown.
- All final cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily begin under normal conditions. Clean cuts shall be made at all times. All drop crotch pruning cuts will be made back to branches with a minimum of 1/3 the diameter of the parent branch.

1.1.10 All tree removal shall be consistent with the following:

1.1.10.1 All tree removals will be complete including stump removal or grinding and disposal of all woody debris.

1.1.10.2 Stumps must be ground to a minimum depth of 8 inches below normal ground level and cavities must be cleaned out. Cavities are to be back-filled with good quality fill and tamp holes up to existing grade.

1.1.10.3 There may be occasions, such as a tree already downed or a tree removed by the City, when a stump needs to be ground. Circumstances such as those require separate/specific approval and pricing.

1.1.10.4 City crews will maintain the vegetation and brush control within the Right-of-Way area.

1.1.11 Safety standards shall include, but not be limited to the following:

1.1.11.1 No spikes are to be used in climbing any trees.

1.1.11.2 All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard Z-133.1-1988, or as amended.

1.1.11.3 The blocking of public streets shall not be permitted unless prior arrangements have been made with the City and is coordinated with the appropriate City departments.

1.1.11.4 Supplier shall provide adequate barricades, flagmen, signs and/or public safety warning devices while working to protect and control motorists and pedestrians. Yellow flashing lights mounted on the vehicle shall not be deemed as sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the City Arborist or representative.

1.1.12 The City will reimburse the Supplier for the rental of a crane when needed, based on prior approval by the City Arborist and the submission of an authorized receipt. Rental of other necessary heavy equipment must have prior approval by the City Arborist and proper receipt in order to be reimbursed by the City.

1.1.13 A written report shall be prepared after each assignment and submitted to the City Arborist or representative within five (5) business days of completion. This report shall list the locations and numbers of trees pruned and/or removed, along with any supporting detail that is relevant.

1.1.14 The City reserves the right to inspect all work throughout the term of the resulting contract.

1.4. PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents MUST be included with the supplier's response and in the order listed below:

a. ___ Information/Cover Page (*supplied*)
b. ___ Bid Response Disclosures & Acknowledgement sheet (*supplied*). **Note: Non-Collusion and Conflict of Interest Disclosures section must be notarized**
c. ___ Pricing Sheet (*supplied*)
d. ___ References Sheet (*supplied*)
e. ___ Tax Compliance form (*supplied*)
f. ___ Company Registration paperwork – **to be done online***
g. ___ Supplier Affidavit – **an additional copy (showing as notarized) of the Supplier (EV) affidavit must be included with response**

* If a complete and compliant *(both required documents uploaded)* registration has been submitted online, you may include a statement that you have a completed registration on file. Instructions and forms for registration may be found on the City's website under Resources.

A checklist for your convenience has been provided at the end of this document. This checklist is for your convenience and not required to be returned with the submittal.

* **NOTE:** Only **ONE** original and no copies of the company registration paperwork is required. This should be submitted separately from but included with the original in order to maintain the security and privacy of the registration documents. Do not include additional copies of the registration paperwork with the bid copies; only the original is needed.

1.5. EVALUATION CRITERIA

The basis of selection will be the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth within this invitation to bid, including the ability to meet the City's specifications and requirements, in addition to price. Other considerations will include, but are not limited to:

- Ability to provide requested service
- Experience
- Quality of workmanship and products used
- Timeliness of project completion
- Additional costs to the City

- Prior supplier performance
- References
- Guarantees and warranties
- Value added services and/or options
- Financial solvency
- Honesty in all portions of the response to this Invitation to Bid

At the City's discretion, a short list of the Suppliers who meet the requirements and criteria set forth in the invitation to bid may be compiled during the evaluation process and additional information regarding their bids may be requested, either in writing or in a presentation and interview session. The City reserves the right to request product demonstrations or to conduct site visits to assess installations similar to the one proposed.

The City reserves the right to determine the lowest responsible and responsive bid based on the Evaluation Committee's evaluations of the responses , which may or may not be the lowest monetary response.

CITY OF GRIFFIN, GEORGIA
REQUESTS FOR PROPOSAL, INVITATIONS TO BID
GENERAL PROVISIONS

Sections II - V review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

2. SECTION II – GENERAL TERMS AND CONDITIONS

All available information, notices and addenda regarding this RFP shall be posted on the City's website. Effective July 1, 2018, House Bill 489 requires that any solicitation extended by a municipal corporation for goods and services valued at $10,000 or more and any solicitation opportunity extended for public works subject to Chapter 91 of Title 36 of the O.C.G.A. also be posted on the Georgia Procurement Registry (GPR).

It is the Supplier's responsibility to check the City's website in order to confirm they have the most current information prior to submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this bid must be submitted in the following format:

- Company Name
- Question
- Citation of relevant section of the bid

All questions, including questions regarding specification/technical issues and administrative issues, must be in writing to Procurement. The Procurement Analyst's contact email and the deadline for questions is noted in Section. 1.2.

Address: Sherri Huggins
Procurement
City of Griffin
P. O. Box T, Griffin, GA 30224

Email: shuggins@cityofgriffin.com

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions and answers will be posted as an addendum(s). Questions received after the deadline for questions, set forth in Section 1.2 of this Invitation to Bid, will not be answered unless the deadline is otherwise extended.

From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this document. The exception to this is the submission of written technical questions to the project manager with Procurement copied. The City reserves the right to reject the submission of the offending supplier if this provision is violated.

Any updates or changes to this and related documents will be posted on the City's website (https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=52b8c206-866a-4ed2-b7b8-bef7db8a901b) or by selecting "Resources" and then "Bid Opportunities" from the City home page. **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this ITB request**.

2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All bids and any other public record with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this bid request will become the property of the City and will not be returned. If certain information/documents are legally recognized as Trade Secrets, the proposer must prominently mark and initial such information as "TRADE SECRETS". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

3. SECTION III –OVERVIEW AND PROCEDURES

Sections II - V review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3.1. COMPANY BACKGROUND & EXPERIENCE

Suppliers that have not contracted with the City in the past 2 years should provide a list of clients for whom similar services, as detailed in this bid, have been provided during the past 3-4 years. References must be for the organization or person submitting the bid. Subcontractor's references are not acceptable.

The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination. Failure to provide this information will disqualify the bid submission.

3.2. REFERENCES

References should be for historical projects of similar size and scope. Details regarding these references are noted on the Reference page.

3.3. BID REQUIREMENTS

3.3.1. SPECIAL CONDITIONS

By submitting a bid response, Suppliers certify that their proposals are made without collusion, fraud, or misrepresentation and they have not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a Bid are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the contractor, at prices offered in this bid document. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

3.3.2. RESPONSES

In responding to a bid, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items may be deemed as sufficient reason to reject a submission. If formatting is not provided for a response at the item level, any non-compliance must be clearly marked, detailed and included with the bid response. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate agreement or disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

3.3.3. PACKAGING OF BID

Submissions must be by the following method:
No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an unbound original and the number of copies specified in Section I. The sealed package must be labeled on the outside as follows:

(Supplier Name)
BID # (Bid Number)
(Bid Title)

Supplier response to this bid must consist of the following documents in addition to any bid-specific information requested:

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Supplier Registration is to be completed online, with the following forms needing to be uploaded:**
  - **Supplier Affidavit (E-Verify) (*available online*),**
  - **W-9 (*available online*),**
  - **Some responses may require an additional notarized Supplier affidavit. (See section 1.4)**
  - **NOTE:** *The City cannot award to a supplier that is not registered and compliant*
- **Tax Compliance form (required if over $99,000) (*supplied if required*),**
- **Reference list of a minimum of three (3) references (*supplied*)**

3.3.4. SUBMISSION OF BID

The original and specified copies of the bid response must be delivered to the Procurement Department no later than **the time and date specified in Section I. Any bid received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Bids must be submitted by mail to:

City of Griffin
Attention: Sherri Huggins – Accounting / Procurement
P. O. Box T, Griffin, GA 30224

Or hand delivered to:

City of Griffin
Attention: Sherri Huggins – Accounting / Procurement
100 S Hill Street, 3rd Floor
Griffin, GA 30223

***Note: Notify Procurement via email (shuggins@cityofgriffin.com) if submittal is mailed via Post Office (USPS).**

3.3.5. ALTERNATE BID DOCUMENTS

Documents prepared by the City must be used for the submission of Bid Response. Alternate bids or bids that deviate from the requirements of this solicitation may not be considered. Suppliers shall not insert in their submission any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering the subject matter thereof.

3.3.6. ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments as it deems necessary via written addenda prior to the bid opening date. If an addendum is posted within seventy-two hours of the bid opening, the bid opening will be extended in accordance with law. Suppliers shall not rely on any representations, statements, or explanations other than those made in this Invitation to Bid and any addenda issued. In the event of a conflict, the last addendum issued will prevail. It is the Supplier's responsibility to check for addenda (under Bid Opportunities) on the City's website.

Suppliers must acknowledge any issued addenda via their Bid Response. Bids which fail to acknowledge the supplier's receipt of any addendum will result in the rejection of the bid if the addendum contains information which substantively changes the Owner's requirements.

3.3.7. PROPOSAL PRICING, ERRORS AND OMISSIONS

3.3.7.1. In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2. All corrections, changes or erasures to the proposal submission are to be initialed in ink.

3.3.8. WITHDRAWAL OF BID

A supplier may withdraw his bid before the submittal deadline without prejudice to the supplier by submitting a written request of withdrawal to the Procurement Analyst.

3.3.9. LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Bid submittals received after the bid opening date and time will not be accepted. Modifications received after the bid opening date will not be considered. The City assumes no responsibility for the premature opening of a bid not properly addressed and identified or not delivered to the proper designation.

3.3.10. MIMINUM BID ACCEPTANCE PERIOD

Bids shall be valid and may not be withdrawn for a minimum period of 60 days from the date specified for receipt of bids. Suppliers will be asked for an 'expiration date' for the bid submitted, when appropriate. This does not impact the contract price once a bid has been awarded.

3.3.21. DISQUALIFICATION OF BIDS OR SUPPLIERS

Suppliers may be disqualified from participation in the bid process for reasons which include, but are not limited to the following:

3.3.21.1. Evidence of collusion;

3.3.21.2. Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);

3.3.21.3. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;

3.3.21.4. Being in arrears on taxes owed to the State of Georgia;

3.3.21.5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Supplier's ability to properly perform the work;

3.3.21.6. Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity; or

3.3.21.7. Any false statement or misrepresentation in any portion of the Bid Packet, including but not limited to, misrepresentations regarding prior or current lawsuits or OSHA violations.

3.3.21.8. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the supplier or the rejection of their submittal;

3.3.22. REJECTION/CANCELATION/AWARD OF BIDS

The City reserves the right to:

a) reject any and all submittals received outside the time/place stated in the notice;
b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
c) waive any minor technicalities of form, or formalities of the responses without prejudice to other responses;
d) reject any or all bids or any part thereof;
e) obtain clarification on any point in a respondent submittal or obtain additional information;
f) accept the bid that is evaluated as the lowest *responsible and responsive*, regardless of whether or not it is in fact the lowest in price;
g) award the bids received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this bid at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one supplier is not in the City's best interest, "all or none" offers will be rejected.

3.3.23. COST INCURRED BY SUPPLIERS

All expenses involved with the preparation and submission of the bid to the City, or any work performed in connection therewith, is the responsibility of the supplier(s).

3.3.24. BID OPENING

All bids will be opened on the pre-determined bid opening date. The bid details and related documents will not be publicly announced or reviewed at the bid opening; they will be turned over to an evaluation committee. No awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the Bid process. Refer to section 2.1 for details regarding this Status. **Any bid-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

3.3.25. AWARD OF CONTRACT

Award will be made to the Supplier whose Bid is evaluated as the lowest responsive and responsible and who is compliance with all terms set forth in this Invitation to Bid. All criteria mentioned within this Invitation to Bid, including but not limited to, quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, references, and price, will be taken into consideration in making the award.

Any resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this bid request shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

3.3.26. PROTESTS

Protest may be filed by the affected party regarding any aspect of the solicitation, evaluation or award. All protests must be in writing, include the information listed below and directed to the Procurement Department at the same name and address as set forth within Section 2.1 of this Invitation to Bid. Protests regarding the specifications or how a solicitation was written must be filed at least seventy-two (72) hours prior to the deadline. Protests regarding the validity of the evaluation team or the evaluation process must be filed within seventy-two (72) hours of the notice to bidders. Protests regarding the recommended awardee must be filed within ten (10) days of the Notice.

3.3.26.1. **FILING A PROTEST**

Only suppliers intending to submit a response may protest a solicitation and only suppliers that respond to a solicitation may protest the evaluation /award. All Protests must be directed to the Procurement Department, be in writing and contain the following information in order to be valid:

3.3.26.2. The name (company), address, telephone number and email of the protestor

3.3.26.3. Signature and printed name of the protestor

3.3.26.4. Identification of the solicitation and the sections contested

3.3.26.5. A statement of reason for the protest including copies of relevant supporting documents

3.3.26.6. A description of the remedy requested.

3.3.26.7. A decision will be rendered by Procurement. Should the protest need to be escalated, it shall continue as needed through the following stages: City Attorney, Board of Commissioners, court system.

3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items bid and furnished that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered in the bid prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this bid shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any supplier is not satisfactory, the response of such supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing. Any misrepresentation or omission made within the Supplier Affidavit shall be cause for automatic rejection of a Bid Response.

3.6. NON-COLLUSION AFFIDAVIT

By submitting a bid, the supplier represents and warrants that such bid is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the supplier has not directly or indirectly solicited any other supplier to put in a sham bid, or any potential supplier to refrain from submitting and that the supplier has not in any manner sought by collusion to secure any advantage over any other supplier.
By submitting a bid, the supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the supplier is independent of the City.

3.7. HOLD HARMLESS AND INDEMNIFICATION

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

3.8. BID BONDS (Bid, Performance, Payment)

For any bid as required and noted in Section 1 of this bid document, a one hundred ten percent (110%) Performance bond and a one hundred percent (100%) Payment bond shall be furnished payable to, in favor of, and for the protection

of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City of Griffin. Bid bonds are returned to the unsuccessful suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of bid. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

4. SECTION IV – OTHER GENERAL SPECIFICATIONS

Sections II - V review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

4.1. FORCE MAJEURE

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

4.1.1. The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

4.1.2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

4.1.3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;

4.1.4. The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

4.2. SUPPLIER'S INVOICE

4.2.1. Unless the City and the Supplier mutually agree to alter this provision pursuant to the terms of a subsequent contract, the Supplier shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *Mariza Eller*, PO Box T, Griffin, GA 30224. A proper invoice must include the items listed below:

(a) Name and address of the Supplier.

(b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)

(c) Purchase order number for supplies delivered or work completed.

(d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.

(e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).

(f) Name and address to which payment is to be sent.

(g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(h) Any other information or documentation required by the contract (e.g., evidence of shipment).

4.2.2. A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

(a) Name of supplier

(b) Purchase Order number

(c) Ship to Department and Address

(d) Description, Quantity, unit price, and extension of each item.

(e) Date of delivery or shipment.

4.3. TAX LIABILITY

The supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request.

4.4. PAYMENT

Payment will be made for items accepted by the City; standard terms are net 30, but other arrangements may be made should the City and the awardee of the bid mutually agree to an alternate arrangement via subsequent contract.

4.5. ESTIMATED QUANTITIES

The quantities of items specified in the Bid Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Bid Schedule and called for by orders issued in accordance with the Ordering clause.

4.6. ASSIGNMENT OR NOVATION OF CONTRACT

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

4.7. TERMINATION FOR CAUSE

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

4.8. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City, such as an unforeseen project cancellation. Any such termination shall be affected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. The City will payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc.

4.9. TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

4.10. CHANGES

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

4.11. REPORTING DISPUTES

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

5. SECTION V –INSURANCE REQUIREMENTS

Sections II - V review the general terms and conditions. **Any bid-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be included in the response submittal. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

5.1. STANDARD INSURANCE REQUIREMENTS

5.1.1. *Commercial General Liability Insurance* - $1,000,000 limit per person, $2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based. The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

5.1.2. *Automobile Insurance* - $1,000,000 limit per person or $2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

5.1.3. *Umbrella Coverage*

5.1.3.1. *Workers' Compensation and Employers' Insurance* -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage.

5.1.3.2. *Professional Liability/Errors & Omissions Insurance* - $2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

5.2. OTHER INSURANCE PROVISIONS

5.2.1. All Coverage

5.2.1.1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

5.2.1.2. If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.

5.2.1.3. Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

5.2.2. Commercial General Liability and Automobile Liability Coverage

5.2.2.1. The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.2. The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.

5.2.2.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

5.2.2.4. Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.3. Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement.

5.2.4. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to the City.

5.2.5. Acceptability of Insurer

Insurance is to be placed with Georgia admitted A-rated carriers or better by A.M. Best's rating service.

5.2.6. Verification of Coverage

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

5.2.7. Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

For the suppliers contracting for physical labor or providing services with the City:

6.1. VENDOR/CONTRACTOR AFFIDAVIT

6.1.1. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

6.2. SUBCONTRACTORS

6.2.1. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

6.2.1.1. Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Contractor is liable to the City.

6.2.1.2. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;

6.2.1.3. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

7. TITLE VI –as applied through the Civil Rights Restoration Act of 1987

The CITY OF GRIFFIN, GEORGIA, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the City regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

Please separate and use the following pages with your response submittal.

Exhibit B

FAILURE TO RETURN THIS PAGE AS PART OF YOUR BID DOCUMENT MAY RESULT IN REJECTION OF BID.

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal

Company Name Southern Tree Solutions Bid Price Valid Through 90 days

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted.

Tree Pruning:

Groundsmen . . . . . $ 18 /hr

Foreman . . . . . $ 35 /hr

Equipment . . . . . $ 100 /hr

Operator . . . . . $ 25 /hr

Note: the above classifications and rates are representative of the duties performed at the job site, not the crew member's title (if the equipment operator is filling in for a groundsman, that pay rate is to be that of a groundsman).

Tree Removal (including the grinding of stump)

DIAMETER-BREAST-HEIGHT	UNIT PRICE A: (hazardous)	UNIT PRICE B: (standard)	COMMENT
2" and under	Saplings with diameter of 2" or less when measured 54" (breast height) from ground are considered 'brush' and will be maintained by the City		
3" to 15"	$215	$150	
16" to 24"	$600	$490	
25" to 36"	$1300	$975	
37" to 48"	$2450	$2075	
49" to 60"	$3300	$2675	
61" to 72"	$4900	$4150	
Over 60" (per inch)	$85	$70	Price per caliper inch for inches over 60

Note: A hazardous tree is defined as being in the immediate vicinity of power lines or proximity to houses. Standard refers to all other trees.

Define your crew composition and identify conditions that require different crew make-up: We work with an 8 man crew, including a Crane operator and Loader operator. Our large crew allows us to work more efficiently and also allows for a heavier workload while still maintaining our schedule. Our larger crew would also allow the dedication of multiple select crewmen to work exclusively on contracted City of Griffin work.

List the equipment to be used in the performance of these duties that is owned by your company (if listed below, check the equipment that you have and list all other equipment):

safety equipment: ✓ rigging: ✓ ladders: ✓

hand/power tools: ✓ chippers: ✓ bucket truck (specify reach): N/A

- 3 dump trucks - log truck
- 2 chip trucks - 2 loaders
- 33 ton Crane - 70' aerial lift

ITB 23-007

PRICE SUBMITTAL: Tree Trimming & Removal, page 2

Do you have a certified Arborist on staff? NO

Other fees not included in the above: . . . . . $ N/A

Other fees not included in the above: . . . . . $ N/A

Additional comments/recommendations: Our crew utilizes a 33 ton crane along with a turf friendly 70' aerial lift and turf friendly loader. This equipment allows us to complete any assigned job quickly, with close attention to detail and safety. It also allows us to protect the surrounding landscape.

****

The City reserves the right to accept or reject any or all bids and to waive any technicalities and formalities in the bidding. The City reserves the right to accept the BEST-EVALUATED BID as deemed by the Evaluation Committee, which may or may not be the lowest monetary bid.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and shall be considered at the discretion of the City.

COMPLETED BY:

Company Name: Southern Tree Solutions LLC

Contact Person: _____ Perry Glanton

(Signature) (Printed Name)

EXHIBIT "C"

2 CFR 200 CONTRACT PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, 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, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(10) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(11) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out

such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if ii fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, for any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall

The undersigned certifies, to the best of his or her knowledge and belief, that:

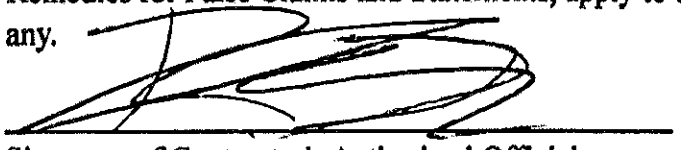
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard FormLLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, RTC Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Perry Glanton

Name and Title of Contractor's Authorized Official

2/22/23

Date

PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https:// www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the City, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

(1) The Contractor agrees to provide the City, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

(1) Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO AND FLAG

The contractor shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider declaring as surplus certain out-of-life cycle information technology equipment, attached, and allow for the sale of the equipment through GovDeals online auction service. *Chief Technology Officer, Gibb Cotton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The out-of-life cycle IT equipment must be sold to free up storage space.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The sale will liquidate surplus Information Technology equipment and bring additional revenue back to the City of Griffin.

Submitted By:
Gibb Cotton

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Surplus list 02012023.pdf

MODEL	SERIAL#	MANUFACTURER	ETC	
OptiPlex 3040	6YGYMD2	DELL INC		
OptiPlex 3040	6YJXMD2	DELL INC		
OptiPlex 3040	6YG5ND2	DELL INC		
OptiPlex 3040	6YJ3ND2	DELL INC	NO HDD	
OptiPlex 3050	HR0M7M2	DELL INC		
OptiPlex 3050	HQZK7M2	DELL INC		
OptiPlex 3050	HQYY0M2	DELL INC	NO HDD	
OptiPlex 3050	HQVJ7M2	DELL INC	NO HDD	
OptiPlex 3050	HQXJ7M2	DELL INC		
OptiPlex 3050	HQSY0M2	DELL INC	NO HDD	
OptiPlex 3050	HR1X0M2	DELL INC		
OptiPlex 3050	HQTL7M2	DELL INC		
OptiPlex 3050	HR0L7M2	DELL INC		
OptiPlex 3050	HQZJ7M2	DELL INC		
OptiPlex 3050	HR1W0M2	DELL INC		
OptiPlex 3050	HR1Z0M2	DELL INC		
OptiPlex 3050	HQWW0M2	DELL INC		
OptiPlex 3050	HQYX0M2	DELL INC		
OptiPlex 3050	HQVL7M2	DELL INC	NO HDD	
OptiPlex 3050	HQYJ7M2	DELL INC		
OptiPlex 3050	HQWV0M2	DELL INC		
OptiPlex 3050	HQYL7M2	DELL INC	NO HDD	
OptiPlex 3050	HQVW0M2	DELL INC	NO HDD	
OptiPlex 3050	HQYV0M2	DELL INC	NO HDD	
OptiPlex 3050	HQWL7M2	DELL INC		
OptiPlex 3050	HQWJ7M2	DELL INC		
OptiPlex 3050	HR2Y0M2	DELL INC		
OptiPlex 3050	HQVY0M2	DELL INC		
OptiPlex 3050	6YL5ND2	DELL INC	NO HDD	
OptiPlex 3050	HQTV0M2	DELL INC	NO HDD	
OptiPlex 3050	HQTY0M2	DELL INC	NO HDD	
OptiPlex 3040	6YF4ND2	DELL INC		
optiplex 3050	HQYW0M2	DELL INC		
optiplex 3050	HQWK7M2	DELL INC		
optiplex 3050	HQZV0M2	DELL INC		
optiplex 3050	HQXX0M2	DELL INC		
optiplex 3050	HR2M7M2	DELL INC	NO HDD	
optiplex 3050	HQXK7M2	DELL INC	NO HDD	
optiplex 3050	HQXY0M2	DELL INC	NO HDD	
optiplex 3050	HQYK7M2	DELL INC		
optiplex 3050	HQXL7M2	DELL INC		
OPTIPLEX 3050	HQZY0M2	DELL INC	NO HDD	
OPTIPLEX 3050	HQVX0M2	DELL INC		

MONITOR SERIALS		TELEVISION	MODEL	SERIAL
CN-0M743D-74445-9BH-A45L		SAMSUNG		03673CSG900103H
CN-0H329N-72872-0B3-211I		LG		308MXQA4S900
CN-0P2H26-72872-51P-E4WL		VIZIO	m801d-a3	lftroycq0800025
CN-0H329N-72872-0B3-21KI		VIZIO	m801d-a3	lftroycq0800026
MX-0K474F74262		VIZIO	e80-e3	lftrwblt4800363
CN-0H9WTF-64180-314-00EM				
MX-066JK6-70715-184-0XRL				
CN-0V8JY2-74261-312-1D5L				
CN-0U853F-72872-979-1C6I				
CN-0XPG0H74445535817U				
CN-0TYXD9-74445-142-BQXS				
CN-01PTX3-64180-04N-0Q8S				
CN-0H9WTF-64180-314-00AM				
CN-0GC811-72872-5CK-3V2M				
cn0d3j3c 64180 16f 22ql				
cn0d3j3c 64180 16f 21ul				
cn0d3j3c 64180 16f 25bl				
cn0d3j3c 64180 16f 258l				
cn0d3j3c 64180 16f 25pl				
cn0d3j3c 64180 16f 1pvl				
cn0d3j3c 64180 16f 25ll				
cn0d3j3c 64180 16f 25hl				
cn0d3j3c 64180 16f 25dl				
cn0d3j3c 64180 16f 25kl				
cn0d3j3c 64180 16f 259l				
cn0d3j3c 64180 16f 25al				
cn0d3j3c 64180 16f 25jl				
cn0d3j3c 64180 16f 25fl				
cn0d3j3c 64180 16f 25el				
cn0d3j3c 64180 162-ohvs				
cn0g248h7426189336ws				
CN0H9F64180314004M				
cn0p2h2672872s1pe30l				
CN0M743D744459BHA8ML				

	LAPTOP	MANUFACTURER	SERIAL	
	LATITUDE 5414	DELL	3s0ssg2	
	MS SURFACE PRO 4	MS	12909764653	
	MS SURFACE PRO 4	MS	20679464653	
	MS SURFACE PRO 4	MS	28389563353	
	LATITUDE 5480/5488	MS	8NPX1G2	
	Latitude 5285	DELL	7FSM3H2	
	LATITUDE E6440	DELL	F135Q12	
	PRECISION M2800	DELL	HTRWD72	
	LATITUDE 5414	DELL	BY0SSG2	
	LATITUDE 5414	DELL	491SSG2	
	MS SURFACE PRO 4	MS	19059464653	
	MS SURFACE PRO 4	MS	16971470253	
	MS SURFACE PRO 4	MS	18605170253	
	Latitude 5290 2-in-1	DELL	12JDVP2	
	Latitude 5290 2-in-1	DELL	DV0Z1R2	
	Latitude 5290 2-in-1	DELL	DT3P0X2	
	LATITUDE 5480/5488	DELL	CGPX1G2	
	LATITUDE 5414	DELL	7S0SSG2	
	LATITUDE 5414	DELL	6tTHMG92	
	LATITUDE 5414	DELL	691ssg2	
	LATITUDE E6440	DELL	fnw4q12	
	PRECISION M2800	DELL	h78zd72	
	LATITUDE E6440	DELL	9335Q12	
	PRECISION M2800	DELL	3MRWD72	
	PRECISION M2800	DELL	2RRWD72	
	LATITUDE E6430	DELL	6W7KLV1	
	LATITUDE E6440	DELL	1Y05Q12	
	PRECISION M2800	DELL	1SRWD72	
	PRECISION M2800	DELL	9BYWD72	
	PRECISION M2800	DELL	84LWD72	
	LATITUDE E6440	DELL	G105Q12	
	cf-532ulzycm	PANASONIC	5etsa02133	
	cf-532ulzycm	PANASONIC	5ftsa06636	
	cf-532ulzycm	PANASONIC	5etsa02084	
	PRECISION M2800	DELL	B2LWD72	
	PRECISION M2800	DELL	90ZXD72	
	PRECISION M2800	DELL	FVRWD72	
	PRECISION M2800	DELL	BGYWD72	
	LATITUDE 5480/5488	DELL	3SPX1G2	
	LATITUDE E5540	DELL	H7CJWZ1	
	VOSTRO	DELL	CFFD6N1	
	LATITUDE 5480/5488	DELL	5GVS1G2	
	LATITUDE 5480/5488	DELL	8HPX1G2	
	LATITUDE E6440	DELL	5VV4Q12	
	LATITUDE E6440	DELL	H115Q12	
	LATITUDE 7290	DELL	G59X2Z2	
	LATITUDE E6440	DELL	BV05Q12	
	LATITUDE 5285	DELL	JWYM3H2	
	LATITUDE 5285	DELL	6P97GH2	
	MS SURFACE PRO 4	MS	20629264653	

NETWORK EQUIPMENT			
MANUFACTURER	**MODEL**	**SERIAL**	
JUNIPER	EX2300	jvv0218120524	
JUNIPER	EX2300	jy0218340587	
JUNIPER	EX2300	jy0219020003	
JUNIPER	EX2300	jvv0218130146	
JUNIPER	EX2300	jvv0218200489	
JUNIPER	EX2300-C	hv0218480972	
JUNIPER	EX2300-C	hv0218330439	
JUNIPER	EX2300-C	hv0218330535	
JUNIPER	EX2300-C	hv0218330435	
FOUNDRY NETWORKS			
BROCADE X448	fesx448	fw42080363	
BROCADE X448	fesx448	fw41090107	
MERAKI	MR14	q2bdcpttasel	
MERAKI	MR14	q2bd2t2nck2h	
MERAKI	MR14	q2bdumetcz5h	
PEPWAVEMAX	MAX BR1 MINI	2934FF8D8235	
PEPWAVEMAX	MAX BR1 MINI	2934FF0E0A0E	
PEPWAVEMAX	MAX BR1 MINI	29350341A3E6	
PEPWAVEMAX	MAX BR1 MINI	293502D23BDD	
PEPWAVEMAX	MAX BR1 MINI	2935OACF	
PEPWAVEMAX	MAX BR1 MINI	29350358B27E	
PEPWAVEMAX	MAX BR1 MINI	293500F81B77	
PEPWAVEMAX	MAX BR1 MINI	293501C82975	
PEPWAVEMAX	MAX BR1 MINI	293503967E9C	
PEPWAVEMAX	MAX BR1 MINI	2935-0981-65E0	
PEPWAVEMAX	MAX BR1 MINI	2935026C8038	
PEPWAVEMAX	MAX BR1 MINI	29350AA544A5	
PEPWAVEMAX	MAX BR1 MINI	29350340A3F7	
PEPWAVEMAX	MAX BR1 MINI	293502D53BAA	
PEPWAVEMAX	MAX BR1 MINI	29350AB65597	
PEPWAVEMAX	MAX BR1 MINI	29350354B2B2	
PEPWAVEMAX	MAX BR1 MINI	2935 BLURRED SERIAL	
PEPWAVEMAX	MAX BR1 MINI	2935045AB55B	
PEPWAVEMAX	MAX BR1 MINI	29350408E07C	
PEPWAVEMAX	MAX BR1 MINI	2935027A915F	
PEPWAVEMAX	MAX BR1 MINI	2935083ADF51	
PEPWAVEMAX	MAX BR1 MINI	293503BC5C34	
PEPWAVEMAX	MAX BR1 MINI	2934FEF6F488	
PEPWAVEMAX	MAX BR1 MINI	29350416F193	
PEPWAVEMAX	MAX BR1 MINI	29350E7A9D53	

CAMERAS			
3 ADVIDIA 10KG BIG CAMERAS			
ADVIDIA	IR NETWORK CAMERA	674649026	NTSC/3-AXIS
7 ADVIDIA 1KG CAMERA			
ADVIDIA	IR NETWORK CAMERA	754165544	NTSC/3-AXIS
ADVIDIA	IR NETWORK CAMERA	754165359	
ADVIDIA	IR NETWORK CAMERA	229536943	
ADVIDIA	IR NETWORK CAMERA	779594702	
ADVIDIA	IR NETWORK CAMERA	779594463	
ADVIDIA	IR NETWORK CAMERA	142519562	
ADVIDIA	IR NETWORK CAMERA	142519766	
ADVIDIA	IR NETWORK CAMERA	474799018	
ADVIDIA	IR NETWORK CAMERA	229537527	
ADVIDIA	IR NETWORK CAMERA	229537518	
ADVIDIA	IR NETWORK CAMERA	577579722	
ADVIDIA	IR NETWORK CAMERA	145514775	
ADVIDIA	IR NETWORK CAMERA	687414103	
ADVIDIA	IR NETWORK CAMERA	244694721	
ADVIDIA	IR NETWORK CAMERA	244694715	
ADVIDIA	IR NETWORK CAMERA	244694644	
ADVIDIA	IR NETWORK CAMERA	244694689	
ADVIDIA	IR NETWORK CAMERA	244694714	
ADVIDIA	IR NETWORK CAMERA	687414120	
ADVIDIA	IR NETWORK CAMERA	244694647	
ADVIDIA	IR NETWORK CAMERA	687414069	
ADVIDIA	IR NETWORK CAMERA	244694725	
ADVIDIA	IR NETWORK CAMERA	654943209	
ADVIDIA	IR NETWORK CAMERA	674343726	
ADVIDIA	IR NETWORK CAMERA	687414090	
ADVIDIA	IR NETWORK CAMERA	687414110	
PANASONIC	WVS3131L	SKV53220	
PANASONIC	WVS3131L	SKV53228	

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of two Infoblox DHCP Appliances from SHI, through Georgia State Contract, in the amount of $36,110.12 for Telecommunications. *Telecommunications Manager, Chris Sprayberry will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

As the City of Griffin expands its fiber network footprint, automating IP (Internet Protocol) address management is of utmost importance. The Infoblox appliances will automate and centralize all aspects of IP address provisioning using a DHCP (Dynamic Host Configuration Protocol) server. The appliance will also speed up IP address to hostname resolution by providing an on-premise DNS (Domain Name System) server. This purchase will be made through Georgia State Contract #99999-SPD-T20120501-0006.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The $36,110.12 will be allocated from ARPA funding.

Submitted By:
Chris Sprayberry

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
SHI Quote-23027141.pdf
GA_STATE_CONTRACT_GA_Networking_Equipment_IT_Infrastructure_Products_Contract_99999-SPD-T20120501-0006.pdf

Pricing Proposal
Quotation #: 23027141
Created On: 1/30/2023
Valid Until: 2/28/2023

GA-City of Griffin

Gibb Cotton
GA
United States
Phone: (678)-692-0386
Fax:
Email: gcotton@cityofgriffin.com

Inside Account Executive

John Kearney
290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Trinzic 1405 w/ 1 HDD, 1 PSU-AC (Hardware only) for Trinzic 1415 and 1425 Standalone Infoblox - Part#: TE-1405-HW-AC-S	2	$4,277.00	$8,554.00
2	Infoblox Hardware Maintenance-Enterprise for Enterprise for TE-1405 Hardware, AC per year, for less than 3 years Infoblox - Part#: 10-TE-1405-HW-AC-S	2	$1,076.06	$2,152.12
3	Power Cord - Group B, 14 Gauge - Infoblox Inc - IB-POWER-CORD-14G Infoblox - Part#: IB-POWER-CORD-14G	2	$0.00	$0.00
4	Trinzic 1415 Software Package Subscription, DDI and Grid with Infoblox Premium Maintenance- Enterprise per year, for less than 3 years Infoblox - Part#: TE-1415-SWBSUB-NS1GD-4	2	$6,579.89	$13,159.78
5	TR-5005 Reporting & Analytics Software Bundle, activation, requires Infoblox Reporting and Analytics Subscription License per year, for less than 3 years Infoblox - Part#: TR-SWBSUB-5005-ACTIVATION	1	$0.00	$0.00
6	Trinzic 825 Software Package Subscription, DDI and Grid with Infoblox Premium Maintenance- Enterprise per year, for less than 3 years Infoblox - Part#: TE-825-SWBSUB-NS1GD-4	2	$3,034.52	$6,069.04
7	Trinzic 805 (Hardware only) Standalone Infoblox - Part#: TE-805-HW-AC-S	2	$2,457.00	$4,914.00
8	Infoblox Hardware Maintenance-Enterprise for Trinzic 805 (Hardware only) per year, for less than 3 years Infoblox - Part#: 10-TE-805-HW-AC-S	2	$630.59	$1,261.18
9	Power Cord - Group A - Infoblox Inc - IB-POWER-CORD Infoblox - Part#: IB-POWER-CORD	2	$0.00	$0.00

Subtotal	$36,110.12
Total	$36,110.12

Additional Comments

Infoblox has a no returns policy.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

State of Georgia
Statewide Standard Contract Form

Solicitation Title	Solicitation Number	Contract Number
Networking Equipment and IT Infrastructure Products	eRFP 99999-SPD0000071	99999-SPD-T20120501-0006

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Georgia Department of Administrative Services
(hereafter called Agency)

Contractor's Name
Cisco Systems, Inc.
(hereafter called Contractor)

2. Contract to Begin: **June 1, 2012** | Date of Completion: **May 31, 2013** | Renewals: **4**

3. Performance Bond, if any: **Not Applicable** | Other Bonds, if any: **Not Applicable**

4. Authorized Person to Receive Contract Notices for Agency: **Janet Pytelewski** | Authorized Person to Receive Contract Notices for Contractor:

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: **Statewide Contract for Software, Products and Ancillary Services**
Attachment 2: **Solicitation (referenced above)**
Attachment 3: **Contractor's Final Response**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*
Cisco Systems, Inc.

By *(Authorized Signature)* [signature] | Date Signed: JUNE 12, 2012

Printed Name and Title of Person Signing
Brian Fukuhara
Vice President Finance

Address

7.

Agency

Agency Name
Georgia Department of Administrative Services

By *(Authorized Signature)* [signature] | Date Signed: June 20, 2012

Printed Name and Title of Person Signing
Leslie Rowe, Assistant Commissioner - State Purchasing Div.

Address
200 Piedmont Ave., SE, Suite 1308, West Tower, Atlanta, GA 30334-9010

APPROVED BY LEGAL

STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1
Contract Terms and Conditions for Software, Products and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. **Definitions.** The following words shall be defined as set forth below:

(i) "**Agency**" means the Department of Administrative Services of the State of Georgia.

(ii) "**Awarded Item Schedule**" means the summarizing document, if any, listing the software, products and services as awarded to the Contractor and any other awarded companies.

(iii) "**Contract**" or "**Statewide Contract**" means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.

(iv) "**Contractor**" means the provider(s) of the software, products and services under the Statewide Contract as identified in the Statewide Contract Form.

(v) "**Purchase Instrument**" means the documentation issued by the User Agencies to the Contractor or one of its authorized resellers for a purchase of software, products and/or services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies as long as such requirements are not in conflict with the terms of this Statewide Contract and/or are mutually agreed to by the parties in writing. **Services** means one or more of the services options as determined by RFX scope and selected by the Customer in its Purchase Order and described at: http://www.cisco.com/go/servicedescriptions

(vi) "**Response**", "**Contractor's Response**" or "**Final Response**" means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.

(vii) "**RFX**" means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the software, products and/or services that are subject to the Statewide Contract.

(viii) "**State**" means the State of Georgia, the Agency, User Agencies, and any other authorized entities as identified by the RFX issuing Purchase Instruments against the Statewide Contract.

(ix) "**Statewide Contract Form**" means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the

Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency"** or **"User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to make purchases from this Statewide Contract. For clarity, User Agency also includes Department of Administrative Services of the State of Georgia when DOAS issues a Purchase Instrument

2. **Certified Source of Supply.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the software, products and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency. Contractor's products are not required to be certified as Security Content Automation Protocol Validated (SCAP) Products under NIST SCAP Validation program [http://scap.nist.gov/validation/] as noted in Attachment G to the RFX.

3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's or the State's forms, invoices or payment documents shall be null and void.

4. **Reporting Requirements.** Contractor shall provide all reports as included in Exhibit B to this Contract. In addition, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency. This Section supercedes RFX reporting requirements as outlined in Section 3.1 of Attachment A to the RFX. In addition, Section 3.3 (Virtual Catalog) of Attachment A to the RFX shall be deleted in its entirety.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions herein. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal. However, User Agenc(ies) shall pay for any services rendered or software and/or products received.

2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, the parties shall remain obligated to terms of the Statewide Contract, unless otherwise mutually agreed.

3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified software, products and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified software, products and services.

C. DESCRIPTION OF SOFTWARE, PRODUCTS AND SERVICES

1. **Specifications in Bidding Documents.** Contractor shall use reasonable efforts to provide all software, products, services, and other deliverables in compliance with the terms of the Statewide Contract.

2. **Software Licenses.** Contractor shall provide software licenses in compliance with the terms of this Statewide Contract. Subject to User Agency's compliance with the payment provisions of this Statewide Contract, Contractor shall grant User Agency a license to the software and accompanying documentation in accordance with the terms of the applicable Contractor End User License Agreement (EULA).

   Contractor's End User Licenses and/or service usage terms are available at the below sites:

   1) Cisco: http://www.cisco.com/en/US/docs/general/warranty/English/EU1KEN_.html
   2) WebEx: http://www.webex.com/terms-of-service.html
   3) Ironport: http://www.cisco.com/web/about/doing_business/legal/service_descriptions/related.html

These End User License terms shall govern User Agencies' use of the software except as follows: 1) Governing law shall be per the terms of this Statewide Contract, 2) User Agency may transfer the software per Contractor's Software Transfer and Re-licensing Policy located at: http://www.cisco.com/en/US/prod/cisco_software_transfer_relicensing_policy.html and 3) Contractor shall pay for any audit's Contractor initiates.

3. **Exclusions.** Except as expressly permitted by this Statewide Contract, the User Agencies agree that they will not:

   (i) Lease, loan, resell, sublicense or otherwise distribute the software to parties who are not State of Georgia government entities;

(ii) Create derivative works based on the software;

(iii) Reverse engineer, disassemble, or decompile the software; or

(iv) Remove any identification or notices contained on the software.

4. **Ordering and Technical Assistance.** User Agencies may place orders individually from time to time in any manner permitted by applicable state purchasing policy and the terms of this Statewide Contract. Contractor shall provide technical assistance as reasonably required for the User Agencies to make purchases if online purchases are made utilizing the Contractor's website.

5. **Delivery and Acceptance.** Software and products shall be made available either by online download or shall be shipped F.O.B. destination Freight Prepaid. Destination shall be the location(s) specified in the Purchase Instrument. All shipped items shall be at the Contractor's risk until they have been delivered to the User Agency. All items shall be subject to inspection on delivery.

(i) Fixed Pricing Services. Certain services as defined by Contractor's Response will be provided on a fixed price basis and will be delivered to User Agency in accordance with the schedule for delivering milestones as defined by the statement of work mutually agreed to by the parties and as attached to the Purchase Instrument or such other written document mutually agreeable to User Agency and Contractor. Upon Contractor's completion and User Agency's acceptance of an identified milestone, Contractor may submit an invoice for payment in accordance with Section D "Compensation" of this Statewide Contract.

(ii) Time and Materials Services. Certain deliverables and services as defined by Contractor's Response may be provided on a time and materials basis in accordance with the hourly rates and fees identified in Contractor's Response. Such deliverables and services may be requested by User Agency on an "as needed" and "as budgeted" basis and must include a defined maximum pricing threshold that cannot be exceeded without the User Agency's prior written approval. In the event Contractor provides services to a User Agency on a time and materials basis, Contractor must provide work progress reports to the User Agency on a basis agreed to by the parties.

(iii) Acceptance Process. Acceptance of Services, where applicable, shall be as outlined in the Statement of Work covering such Services. Acceptance is not applicable to Contractor's Subscription-based services.

(iv) Product. Unless otherwise agreed in writing between Contractor and a User Agency, acceptance of product will occur no more than thirty (30) days after delivery of product to the User Agency address specified on the order document. User Agency's failure to provide notice to Contractor of acceptance or rejection within that thirty (30) day period shall be automatically deemed to be acceptance as of the thirtieth day after delivery.

6. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. Agency reserves the right to select other contractors to provide software, products and services similar to the software, products and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar software, products and services from other contractors.

7. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the software, products and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all discounts are 1) firm and fixed 2) not subject to variation and 3) are off Cisco's then-current list price. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. Taxes, if any, are not included in the pricing / discounts. User Agencies are solely and individually financially responsible for their respective purchases. Agency shall not be responsible for payment of any amounts owed by other User Agencies. In Section 3.5 d. (Late Payment Fee) of Attachment A to the RFX the interest on the overdue Fees shall be restated to be at a rate of five percent (5%) per annum (not 18% as stated in such RFX section).

2. **Billings.** If applicable, the Contractor shall submit, on a regular basis, individual invoices for the software, products and services supplied to the User Agencies under the Statewide Contract at the billing addresses specified in the Purchase Instruments.

   Product Payment Terms: Payment terms shall be either fifteen (15) days from acceptance date or thirty (30) days date of invoice for those order(s) or portions thereof not requiring acceptance. All payments shall be made in US Dollars. If at any time User Agency is delinquent in the payment of any invoice, or is otherwise in breach of this Statewide Contract, Contractor may, in its discretion, and without prejudice to its other rights, withhold shipment (including partial shipments) of any order. User Agencies shall pay all approved invoices per the terms of this Section and in accordance with applicable provisions of State law.
   Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any software, products or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

   Service Payment Terms: Payment terms shall be either fifteen (15) days from the date of acceptance or thirty (30) days from date of invoice for those order(s) or portions thereof not requiring acceptance. Unless otherwise agreed by Contractor, all payments shall be made in US Dollars. The invoice shall be accompanied by a schedule which details the services, deliverables and/or milestones (if any) including the resources in support of those services, deliverables and/or milestones for which the Contractor is requesting payment. The invoice shall comply with all applicable rules concerning payment of such claims.

3. **Retainage.** Notwithstanding Paragraph (D)(1) of this Statewide Contract, User Agency shall have the right to retain Fifteen Percent (15%) ("Retainage") of the total payment amount for any Cisco Advanced Services Transactional order (SOW-based order) or 2) Reseller professional services order either of which is $250,000.00 or more. User Agency shall release the Retainage to Contractor or Reseller only upon final and complete delivery of all services and upon full review and acceptance of the same by User Agency without any outstanding obligation pursuant to this Statewide Contract or any attendant agreements between the parties.

4. **RESERVED**

5. **RESERVED**

6. **Leasing/Financing.** Under the scope of this RFX, Contractor is offering Leasing/Financing arrangements via separate legal entities. Contractor has not agreed to Agency's leasing/financing documents as included in RFX. Any leasing/financing documents will be negotiated between the User Agency and Contractor's Leasing/Financing partner.

E. TERMINATION

1. Termination of the Statewide Contract.

(i) **Immediate Termination.** Agency may terminate the Statewide Contract for any one or more of the following reasons effective (a) immediately upon providing advance written notice if the breach is not capable of being cured, and (b) thirty (30) days after providing written notice if Contractor fails to cure such breach within such thirty (30) day period:

a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the software, products and/or services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

b. Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

c. The Contractor fails to comply with confidentiality laws or provisions; and/or

d. The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

(ii) **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:

a. The Contractor is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;

b. The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;

c. The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;

d. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

e. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;

f. The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

(iii) **Agency's Right to Terminate Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for software, products, and/or services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

(iv) **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

a. The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or

b. The Agency's duties are substantially modified.

2. **Agency's Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the reasonable period of time specified in the Agency's written notice to the Contractor, such period of time not less than thirty (30) days. If the breach or noncompliance is not remedied within the period of time specified in the written notice and the parties do not otherwise agree to an extension of the time period, the Agency may:

(i) Immediately terminate the Statewide Contract without additional written notice; and/or

(ii) Procure substitute software, products and/or services from another source; and/or,

(iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

Neither party shall be liable for any costs incurred by the other party in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

3. **Termination of a User Agency's Transaction.**

(i) **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive.

(ii) **Termination for Cause.** User Agency shall have the right to terminate any purchase, in the event of Contractor's material breach, which breach is not cured within thirty (30) days' of Contractor's receipt of a written default notice from the User Agency.

In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for software, products and services actually rendered up to the termination date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and, if requested in writing by the User Agency, proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. Neither party shall be liable for any costs incurred by the other party in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

4. **The Contractor's Termination Duties.** Upon the termination date provided in the written notice of termination, the Contractor shall:

   (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

   (ii) Immediately cease using and, if so requested in writing, return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;

   (iii) RESERVED

   (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

   (v) Immediately return to the User Agencies any payments made by the User Agencies for software, products and services that were not delivered or rendered by the Contractor, unless such payment was made for pre-paid subscription services.

5. Upon termination of the Contract, User Agency shall pay Contractor for all services performed and/or products received at the agreed upon prices, fees and expense reimbursement rates. If User Agency disputes the performance of services or receipt of products for which payment is due Contractor, then User Agency and Contractor shall in good faith resolve such dispute within thirty (30) days after Contract termination.

F. CONFIDENTIAL INFORMATION

1. Access to Confidential Data.

State / User Agency and Contractor agree that in connection with this Statewide Contract and their relationship, they may obtain Confidential Information. **"Confidential Information"** means proprietary and confidential Information received by Cisco or Customer in connection with this Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

The receiving party shall at all times keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Statewide Contract, nor shall the receiving party disclose any such Confidential Information to third parties without the disclosing party's written consent. Notwithstanding the above, Contractor shall be authorized to disclose State / User Agency's Confidential Information to contractors or employees of a Contractor entity who have a legitimate business need to have access to such information. The receiving party shall immediately return to the disclosing party all Confidential Information (including copies thereof) in the receiving party's possession, custody, or control upon termination or expiration at any time and for any reason of this Statewide Contract. The obligations of confidentiality shall not apply to information which (a) has entered the public domain, except where such entry is the result of the receiving party's breach of this Statewide Contract; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party. The receiving party will be authorized to disclose Confidential Information pursuant to a valid order issued by a court or government agency.

Unless such information is disclosed by the Agency and/or User Agencies pursuant to statutory requirement or a valid order issued by a court or government agency, neither party shall disclose, advertise, or publish the terms and conditions of this Statewide Contract without the prior written consent of the other party. Any press release or publication regarding this Statewide Contract is subject to prior review and written approval of the parties.

The terms of this Section are subject to the State of Georgia Open Records Law and State Purchasing Guidelines.

2. **Survives Termination.** The receiving party's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract for five (5) years after such termination.

G. INDEMNIFICATION

1. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

1.1. Claims. Subject to the approval of the Attorney General, Contractor will defend any claim against State that a Product infringes third party patents or copyrights (**"Claim"**) and will indemnify State against the final judgment entered by a court of competent jurisdiction or any settlements arising out of a Claim, provided that State:

(a) Promptly notifies Contractor in writing of the Claim; and

(b) Cooperates with Contractor in the defense of the Claim, and grants Contractor full and exclusive control of the defense and settlement of the Claim and any subsequent appeal.

1.2. Additional Remedies. If a Claim is made or appears likely, State agrees to permit Contractor to procure for State the right to continue using the Product, or to replace or modify the Product with one that is at least functionally equivalent. If Contractor determines that none of those alternatives is reasonably available, then State will

return the Product and Contractor will refund State's remaining net book value of the Product calculated according to generally accepted accounting principles.

1.3. Exclusions. Contractor has no obligation for any Claim based on:

(a) compliance with any designs, specifications, or instructions provided by State or a third party on State's behalf;

(b) modification of a Product by State or a third party;

(c) the amount or duration of use which State makes of the Product, revenue earned by State from services it provides that use the Product, or services offered by State to external or internal States; or

(d) combination, operation, or use of a Product with non-Contractor products, software or business processes.

Sole and Exclusive Remedy. This Section G. states Contractor's entire obligation and State's exclusive remedy regarding any claims for intellectual property infringement.

2. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, related to or arising from:

(i) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor.

3. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund.

4. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required in Exhibit A. This Section supersedes Section 3.6 (Standard Insurance Requirements) of Attachment A to the RFX.

I. RESERVED

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.

   a. Products. The warranties for the Products may be found at the following URL:http://www.cisco.com/go/warranty.

   b. Notwithstanding any other term of this Statewide Contract, Contractor's sole and exclusive warranty and obligations are set forth in Contractor's Limited Warranty Statement delivered with the Product.

   c. Services. All Services provided hereunder shall be performed in a workmanlike manner. User Agency shall notify Contractor promptly of any claimed breach of this Services warranty. User Agency's sole and exclusive remedy for any breach of warranty shall be, at Contractor's option, re-performance of the Services or termination of the applicable Equipment List or SOW, and return of the portion of the fees paid to Contractor by User Agency for such non-conforming Services.

   d. Restrictions. The limited warranties referenced in this Section do not apply if the Product (a) has been altered, except by Contractor, (b) has not been installed, operated, repaired, used or maintained in accordance with instructions made available by Contractor, (c) has been subjected to abnormal or unusual physical or electrical stress or environmental conditions, misused, or negligently handled or operated; (d) is acquired by Agency for beta, evaluation, testing, demonstration purposes or other circumstances for which Contractor does not receive a payment of a purchase price or license fee. The limited warranties referenced in this Section also do not apply to any software or hardware that may be offered for sale on the Price List in the name of a third party.

DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, CISCO HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, OR SYSTEM INTEGRATION, OR (B) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED, SUCH WARRANTY OR CONDITION IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD.

2. **Warranty – Nonconforming Software, Products or Services** Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract. Except as provided in Cisco's warranty statements, Cisco does not accept returns unless (i) Cisco shipped a product other than as specified in the Purchase Order, (ii) such Product is unopened, and (iii) the Product is returned in accordance with Cisco's then current RMA policy and procedures.

3. **RESERVED**

4. **RESERVED**

5. **RESERVED**

6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. Notwithstanding any other provision of this Statewide Contract, nothing in this Statewide Contract authorizes Agency to waive User Agencies rights to cover or seek substitute performance for defective performance which remains uncured by Contractor's standard warranty obligations and Agency specifically denies having waived such User Agencies rights; provided, however, nothing in this Statewide Contract prohibits Contractor from obtaining such waiver from individual User Agencies.

8. **Title to Property.** The Contractor represents that title to any property assigned, conveyed or licensed to the State is good and that, to the best of Contractor's knowledge, transfer of title to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. This Section is not a warranty of title. Title to any supplies, materials, or equipment shall transfer to the User Agencies upon delivery.

9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the software, products and services provided or used by it shall at a minimum conform to the applicable specifications provided with the software and/or products.

10. **Contractor's Personnel and Staffing.** All persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency. All of Contractor or any subcontractor's personnel shall comply with the confidentiality requirements of the Statewide Contract and the security requirements, provided to Contractor and/or its Subcontractor in advance and in writing, of the applicable Agency or User Agencies while on state property. In the event that any of Contractor or subcontractor's personnel do not comply with such confidentiality and security requirements, the Agency or User Agencies may have the personnel removed from the premises.

    All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all applicable professional licenses required to perform the services.

11. **State Security.** Contractor's regular employees, vendors, contractors, partners and temporary workers issued a Contractor badge undergo (prior to badge issuance) a criminal background check that includes criminal conviction history (misdemeanor and felony convictions covering a minimum of 7 years), At User Agency's request and expense, User Agency may require that an additional criminal background investigation be made of any and all Contractor personnel utilized to provide services to such User Agency. If such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the User Agency, then the User Agency may request that such Contractor personnel no longer provide services to the User Agency. Agency and User Agency understands that Contractor personnel have the option to refuse being subjected to the criminal background investigation. The sole recourse for such refusal is removal from providing services for the Agency and/or User Agency. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to Agency of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor shall

provide notice to Agency of the changed status (once Contractor becomes aware) of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship. This Section supersedes any Contractor and/or its subcontractor background requirements contained in the RFX to include Attachment C to the RFX.

12. **Use of State Vehicles.** No State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

13. The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs (such as each of these provisions rising to a level of a warranty unless otherwise stated).

K. RESERVED.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

   (i) First, by giving preference to the Statewide Contract Terms and Conditions.

   (ii) Second, by giving preference to the specific provisions of the RFX.

   (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The parties, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors.

   Certain equipment, software and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. The parties shall be responsible for complying with all export and re-export laws and regulations, including without limitation:

   (i) Local license or permit requirements;

(ii) Export, import and customs laws and regulations, which may apply to certain equipment, software and technical data provided hereunder; and

(iii) All applicable foreign corrupt practices acts.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards 1) in effect during the performance of the Statewide Contract and 2) provided to the Contractor in advance and in writing, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract.

Contractor shall obtain and maintain, and shall cause its subcontractors to obtain and maintain all approvals, permissions, permits, licenses, and other documentation required to comply with all applicable laws, rules or regulations. Contractor agrees that any failure by Contractor or Contractor's employees to comply with any of the obligations of this section may be treated by the Agency as a material breach of this Statewide Contract by the Contractor.

4. **Drug-free Workplace.** The Contractor hereby certifies as follows:

(i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and

(ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and

(iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

(i) Contractor has made false certification here in above; or

(ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars ($5,000.00).

   All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

   No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.

10. **Use of Third Parties.**

    Contractor has the right to utilize alternate fulfillment partners, including value added resellers (VARs) and/or distributors and dealers (hereafter "Reseller[s]" or "Subcontractors") as fulfillment agents under this Statewide Contract, e.g., for direct order taking, processing, fulfillment or provisioning.

    Subject to approval of the Agency, Resellers may be added at any time during the term of this Statewide Contract at the sole discretion of Contractor, with a minimum of five (5) Resellers and no set maximum number of Resellers who may be used, subject to the approval of the State. Contractor, in its sole discretion, is not required to add and may delete upon thirty (30)

days written notice any Reseller who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

The name, address and approved contact number for each approved Reseller shall be separately set forth at the Contractor's website, which will be updated from time to time by Contractor during the term of this Statewide Contract.

User Agencies may place orders directly only through these Resellers on approved products and services. The order process shall be as agreed between the User Agency and the Resellers. Only those Resellers approved and listed during the term of this Statewide Contract at Contractor's website are authorized to directly receive Purchase Orders, invoice User Agencies, and receive payment from User Agencies on Contractor's behalf. All authorized Resellers are eligible to quote pricing to User Agencies for procurements under this Statewide Contract which otherwise meet the Reseller's qualifying criteria.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Reseller's participation or ability to quote pricing for a User Agency. Resellers will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Statewide Contract. However, any additional incremental discounts available to User Agencies, if offered, may be provided in the discretion and as the sole legal obligation of the Reseller to the Agency.

Contractor shall not be responsible for verification of E-Rate compliance by the Reseller; however it will use reasonable efforts to compile the SPIN number for Reseller selling to all schools within GA's school districts, GA's Charter schools, GA's State Schools and GA's Libraries. Contractor shall not be responsible for monitoring Reseller's Better Business Bureau rating. However, Contractor will work with the Agency to 1) properly onboard Reseller(s) such that the Reseller(s) are aware of the scope of the Master Contract, 2) manage de-certification or off-boarding of Resellers from servicing User Agencies under this Master Contract, and 3) assist in the resolution of any escalated User Agency issue(s). In addition, Contractor will facilitate review meetings with Resellers to ensure that the Agency's and Contractor's business needs and requirements are satisfactorily met as set forth in this Master Contract. Contractor may provide a reference on a proposed Servicing Partner if Agency requests.

Except as allowed under this Statewide Contract or as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. The Agency's designated contract administrator shall have the right to approve the addition of any new subcontractors. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.

11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint-venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for software, products and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.

14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.

15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the software, products and services provided in connection with the Statewide Contract.

16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided the earlier of:

    (i) At the time it is actually received; or,

    (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

    (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

    From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by

law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. **Time is of the Essence.** Except in a Force Majeure event(s), time is of the essence with respect to performance of the terms under this Statewide Contract.

21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:

    (i) It has the right, power and authority to enter into the Statewide Contract; and

    (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating solely to sales orders, invoices, payments or quarterly sales reports made in accordance with the contract, wherever such records may be located during normal business hours. Agency and the User Agencies shall provide adequate advance written notice of any audits and shall pay for any shortfalls in payment(s) revealed by the audit(s).. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings, the State reserves the right to charge the Contractor for appropriate reimbursement. In addition, if an audit discloses underpayment by the State, Agency or User Agency, Contractor reserves the right to charge the applicable State, Agency or User Agency for appropriate payment Evidence of criminal conduct will be turned over to the proper authorities The audit provisions in this Section and this Statewide Contract supercede the audit provisions in Section 3.5 (b) of Attachment A to the RFX.

24. **Solicitation.** The Contractor agrees that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.

26. **RESERVED**

27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor has not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity. Contractor shall also require such certification from its subcontractors.

28. **Use of Name or Intellectual Property.** The parties agree they will not use trademarks or logos of the other party in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the other party. Such consent, if provided, shall be provided within fourteen (14) business days of the provision of the request for review and approval.

29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.

30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. Unless otherwise provided in this Statewide Contract, if delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. **Limitation of Contractor's Liability to the State.**

Contractor's liability to the User Agency is limited to the greater of $1,000,000 or the amount payable by the User Agency for the relevant order (per occurrence). Neither the Agency, User Agency or Contractor will be liable to the other for lost revenues or profits, downtime costs, loss or damage to data or indirect or consequential damages. This provision does not limit any

party's liability for 1) unauthorized use of intellectual property, 2) third party claims for (i) death or bodily injury directly from negligence of the other party, or (ii) damage to tangible personal property (not including lost or damaged data), 3) acts of fraud or other willfully wrongful acts or omissions. Notwithstanding the foregoing, any representation as to a limitation of Contractor's liability as to third parties shall not require Agency or User Agencies to indemnify Contractor from claims of any third parties.

NOTWITHSTANDING THE FOREGOING, CONTRACTOR'S TOTAL AGGREGATE LIABILITY UNDER THIS STATEWIDE CONTRACT IS LIMITED TO THE MONEY PAID TO CONTRACTOR UNDER THIS STATEWIDE CONTRACT DURING AN AVERAGE TWELVE (12) MONTH PERIOD.

NEITHER AGENCY, USER AGENCY OR CONTRACTOR WILL BE LIABLE TO THE OTHERS FOR ANY:

(A) SPECIAL (TO THE EXTENT SPECIAL DAMAGES WOULD NOT BE CONSIDERED DIRECT DAMAGE UNDER GEORGIA LAW), INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES;

(B) LOSS OF ANY OF THE FOLLOWING: PROFITS, REVENUE, BUSINESS, ANTICIPATED SAVINGS, USE OF ANY PRODUCT OR SERVICE, OPPORTUNITY, GOODWILL OR REPUTATION; OR

(C) LOST OR DAMAGED DATA.

REFERENCES IN THIS SECTION TO A "PARTY" INCLUDES A PARTY'S AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS.

The State of Georgia has waived sovereign immunity for contract actions.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall use sufficient efforts to provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. Subject to payment of appropriate fees, agreement to applicable license terms and in compliance with licensing rights, The Contractor shall use sufficient efforts to transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

37. **Force Majeure.** Neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquakes, labor disputes, shortages of supplies, actions of governmental entities, riots, war, acts or threatened acts of terrorism, fire, epidemics, delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.

EXHIBIT A
INSURANCE REQUIREMENTS

1. Contractor shall, at its own expense, at all times during the term of this Statewide Contract, and after the termination of this Statewide Contract (as set forth below), provide and maintain in effect those insurance policies and minimum limits of coverage as designated below, and any other insurance required by law in any state where Contractor provides Services under this Statewide Contract, in insurance companies with an A.M. Best's Insurance Rating of A:VIII or better, and will comply with all those requirements as stated herein. In no way do these minimum requirements limit the liability assumed elsewhere in this Statewide Contract.

2. Workers' Compensation and Employer's Liability Insurance. Contractor shall maintain Workers' Compensation insurance shall be provided as required by any applicable law or regulation and, in accordance with the provisions of the laws of the nation, state, territory or province having jurisdiction over Contractor's employees, and Employer's Liability insurance with limits of $1,000,000.

3. Commercial General Liability Insurance. Contractor shall maintain Commercial General Liability insurance covering all operations by or on behalf of Contractor arising out of or connected with this Statewide Contract providing insurance for bodily injury, property damage, personal and advertising injury, products/completed operations liability and contractual liability, with limits of $2,000,000 each occurrence and $4,000,000 in the annual aggregate. Customer will be included as an additional insured under the Commercial General Liability insurance, but only to the extent of liabilities falling within Contractor's indemnity obligations pursuant to the terms of this Statewide Contract, and such insurance shall apply as primary insurance, without a right of contribution from any other insurance maintained by Customer.

4. Automobile Liability Insurance. Contractor shall maintain Business Automobile Liability insurance, coverage for all owned, non-owned and hired vehicles used in Contractor's performance of the Services under this Statewide Contract, covering bodily injury and property damage, with limit of $2,000,000.

5. Errors and Omissions Liability Insurance. Contractor shall maintain technology errors and omissions insurance covering negligent acts, errors and omission in the performance of Services, with limits of not less than $5,000,000 per claim and $5,000,000 in the annual aggregate. Such insurance shall include coverage for liability arising from (a) theft, dissemination and/or use of Confidential Information stored or transmitted in electronic form and (b) the introduction of a computer virus into a customer's or third person's computer, data, software or programs. Contractor will continue to maintain such coverage for one year after termination of this Statewide Contract. Notwithstanding anything to the contrary herein, Contractor reserves the right to self-insure this coverage at its sole discretion.

6. Umbrella and/or Excess Liability Insurance. Contractor shall maintain Umbrella and/or Excess Liability insurance with limits of not less than $5,000,000 each occurrence and $5,000,000 in the annual aggregate in excess of the limits provided by Contractor's Employer's Liability, Commercial General Liability, and Automobile Liability insurance policies. The coverage terms of the Umbrella/Excess Liability insurance shall be on a follow-form basis.

7. Contractor shall provide Customer with current certificates of insurance reflecting the coverage set forth above at the time this Statewide Contract is executed, or within a reasonable time thereafter, and within a reasonable time after such coverage is renewed or replaced. In the event of notice of cancellation, Contractor shall promptly replace coverage so that no lapse in insurance occurs.

EXHIBIT B
SAMPLE REPORT

Partner Name:
State:
Contract ID:
Quarter End Date:
Contact Name:
Contact Phone:
Contact Email:
Partner POR Has Cisco Fee Increase
Spreadsheet Message
Cisco Sales Order or Transaction ID
Partner PO Number (To Cisco or Both)
Partner PO Date (To Cisco or Both)
Partner to Purchasing Entity's Invoice Number for Transaction
Partner to Purchasing Entity's Invoice Date for Transaction
Purchasing Entity's PO Number
Purchasing Entity's PO Date
Purchasing Entity Type
Purchasing Entity Name
Purchasing Entity Address (Address Line 1, City, State, Zip Code)
Type of Sale: Product, Service, or Bundle (Product & Service)
Product/Service SKU OR "Basic Install & Config"
Product/Service Description OR "Basic Install & Config"
Prod/Serv Qty OR BMC Hours
Product/Service List Price OR BMC Hourly Rate
Product/ Service Discount %
Product Services BMC Net Amount
Contract Admin Fee Amount
State Admin Fee Amount
Add 10 Blank Rows
Apply Format Rows
Cisco CMD Items:
Cisco CMD Team:
Cisco CMD Team:

Attachment 2

The following RFX documents are incorporated by reference into the Statewide Contract:

- RFP#99999-SPD0000071 Attachment A eRFP v.4
- RFP#99999-SPD0000071 Attachment B Definitions of Terms v2
- RFP#99999-SPD0000071 Attachment C GA Performance Expectations
- RFP#99999-SPD0000071 Attachment D Supplier General Information Worksheet
- RFP#99999-SPD0000071 Attachment E Immigration and Security Form
- RFP#99999-SPD0000071 Attachment F Mandatory Worksheet v3
- RFP#99999-SPD0000071 Attachment G Mandatory Scored Response Document
- RFP#99999-SPD0000071 Attachment H Servicing Partner Portfolio
- RFP#99999-SPD0000071 Attachment I Additional Scored Response Document
- RFP#99999-SPD0000071 Attachment J Cost Proposal Worksheet
- 99999SPD0000071 Addendum #01
- 99999SPD0000071 Addendum #02
- State Response Questions & Answers 10182011
- State Response Questions & Answers 11022011
- State Response Questions & Answers 11092011

Attachment 3

The following Contractor's response documents are incorporated by reference into the Statewide Contract:

- Attachment F Cisco Systems Mandatory Worksheet
- Attachment G Cisco Systems Mandatory Scored Response
- Attachment H Cisco Systems Servicing Partner Portfolio
- Attachment I Cisco Systems Additional Scored Response
- Attachment J Cisco Systems Cost Proposal Worksheet
- Cisco Systems Category 1 – 6 Price List
- Cisco Systems E-Rate Eligible Final (List)
- Cisco Systems IronPort Price List (Final)
- Cisco Systems' Response to Clarification Request #01
- Cisco Systems' EU Software License
- Cisco Systems' IronPort EU Software License

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of virtual machine licensing for the City of Griffin's access control server and installation of an S2 security system for doorway and access control for River Pumping Station and Fire Department #2 in the amount of $33,532.59 from Netplanner Systems, Inc. through Georgia State Contract. *Chief Technology Officer, Gibb Cotton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin has an aging security and access control system that needs to be upgraded and is in need of repairs. The upgraded security system will give enhanced safety to staff and better egress and ingress controls to City of Griffin staff to critical infrastructure and public safety buildings. The license on the access control server that resides at One Griffin Center's datacenter will also be upgraded to accommodate the additional portals (doors). This purchase will be made through Georgia State contract #99999-SPD0000172-12.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY23 budget includes $33,532.59 for security & access control system upgrades.

Submitted By:
Gibb Cotton

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Proposal JK22058-P4 - City of Griffin - Fire Department #2 - City of Griffin-Fire Station 2-Access Control Upgrade UPDATED 3.pdf
Proposal JK22067-P4 - City of Griffin - Flint River WTP - City of Griffin-Flint River WTP-Access Control Upgrade UPDATED 3.pdf
Proposal JK23000376-P2 - City of Griffin - One Griffin Center - S2 Netbox VM Upgrade UPDATED.pdf
GA DOAS Report of Active Statewide Contracts - Effective 10012021a.pdf

Prepared For:	Job Site:
City of Griffin 100 S Hill St, Griffin Griffin, GA 30223	Fire Department #2 1430 Ellis Rd Griffin, GA 30223

Proposal Recipients	Email	Phone
Gibb Cotton, Chief Technology Officer	gcotton@cityofgriffin.com	(770) 233-2929 Ext. 475

INTRODUCTION

Thank you for the opportunity to provide a proposal for this project. NetPlanner Systems has a long history of successfully completing projects of this scope and magnitude for clients nationwide since our founding in 1987.

As one of the Southeast's leading providers of integrated technology solutions, NetPlanner prides itself in delivering best-in-class solutions and services backed by the most technical and certified employees in the industry. Our expertise includes Communications Cabling, Wireless, Distributed Antenna Systems (DAS), Network Services, Access Control, Video Surveillance, Intrusion, A/V, Paging/Intercom, and Data Center Services. We also offer Intelligent Remote Monitoring & Management as well as service agreements that can be customized to meet your specific needs.

We dedicate our efforts to staying on top of the ever-changing world of communications technology to consistently deliver innovative, high performing systems. Our goal is to provide you with the highest quality solutions and a level of customer service that exceeds your expectations. Our commitment to the success of your technology systems will be evident in every project.

Please do not hesitate to contact me if you have any questions about this proposal. Again, thank you for this opportunity. We look forward to working with you.

NetPlanner GA State Contract # 99999-SPD0000172-12

SCOPE OF WORK - Access Control - ESTIMATE JK22058-ACS-E4

Access Control Upgrade UPDATED 3

- Provide and install (1) S2 Network Node with access control modules for 8 door readers. This panel will replace the 2 NetAXS panels located on the station side IDF
  - all access controlled doors are existing and do not require locks, motions, push buttons, or card readers
  - access control cabling will be rerouted into the S2 panel
- Provide and install (1) S2 Micronode Plus with access control modules for 2 door readers. This panel will replace the NetAXS panel located in the Admin side IDF
  - all access controlled doors are existing and do not require locks, motions, push buttons, or card readers
  - access control cabling will be rerouted into the S2 panel
- Provide and install (1) Altronix power supply for station side IDF
- Program and test (10) doors to the NetBox VM
- Provide all consumables required for proper install

MATERIALS

Part Number	Manufacturer	Description	Qty	UoM	Unit Price	Total Price
S2-NN-E2R-WM	S2	S2 Network Node w/ 2 Rdr, 4-In, 4-out, Standard Enclosure	1	EACH	$2,386.57	$2,386.57
S2-ACM	S2	Access control Module: 2 reader, 4 input, 4 output	3	EACH	$801.73	$2,405.19
S2-MNP	S2	Micronode Plus, 2 reader input	1	EACH	$1,440.63	$1,440.63
AL600ULACM	ALTRONIX	Power Supply/Charger w/ Multi-Output Access Power Controller	1	EACH	$448.40	$448.40
LC2	ALTRONIX	6' Power Cord, 18 AWG Gauge, 3-Wire Line Cord	1	EACH	$8.36	$8.36
		Consumables	4,314	Percent	$0.03	$215.68
					TOTAL:	**$6,904.83**

INSTALLATION

	Total Price
	$900.00
	$2,160.00
TOTAL:	**$3,060.00**

PROPOSAL COST SUMMARY

Estimate	Description	Materials	Installation	Services	Total
JK22058-ACS-E4	Access Control - Access Control Upgrade UPDATED 3	$6,689.15	$3,275.68	$0.00	$9,964.83
	TOTALS:	**$6,689.15**	**$3,275.68**	**$0.00**	**$9,964.83**

INVOICING AND PAYMENT TERMS

NetPlanner Systems, Inc. will invoice Customer for all materials and for mobilization upon approval of proposal. Customer will be invoiced for labor at the end of the project or at the end of the month, whichever comes first, based upon the percentage of the project completed. The Customer agrees to pay any and all payments according to the payment schedule. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, NetPlanner Systems, Inc. reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made. Standard payment terms are NET 15 in the absence of a specific payment schedule.

Any required closeout documents, including, but not limited to, as-built drawings, test results, and warranties, will be released to the Customer once 90% of the total project payment has been received by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. operates primarily as a contractor for sales tax purposes. This means that all sales tax is paid to the Georgia Department of Revenue at the point of purchase of materials and that no sales tax may be charged to NetPlanner Systems, Inc. customers.

INCLUSIONS

Pricing includes above-described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday – Friday from 7:30 AM - 4:30 PM.

Software updates/upgrades will be performed only on the equipment being installed.

This bid proposal and the pricing within are valid for 30 days.

Due to current market conditions, including raw material shortages and ongoing price volatility in the industry, upon award, NetPlanner will invoice Customer for materials under standard payment terms. NetPlanner will order all materials immediately upon submittal approval or contract acceptance (if submittal is not required). Customer will have the option to store materials in NetPlanner's secure warehouse or on the job site.

NetPlanner is currently experiencing extremely long lead times on certain products. This can cause delay if appropriate action is not taken immediately at the start of the project. Because lead times are out of NetPlanner's control, NetPlanner will not be held responsible for delays due to product lead times.

EXCLUSIONS

Overtime labor is not included in this proposal.

NetPlanner Systems is not responsible for conduit, millwork, or other general construction requirements that provide pathways to provided equipment. This also includes any ceiling reconstruction, i.e. ceiling tile/grid, sheetrock, etc.

NetPlanner Systems is not responsible for any configuration of Customer's network equipment that may impede the completion of the project.

NetPlanner Systems is not liable to the Customer or any third party for any delays, damages or equipment failure caused by any circumstances beyond our reasonable control.

NetPlanner Systems is not responsible for any applicable wall support, network, and power requirements.

GOVERNMENT IMPOSED TARIFFS

This project could be impacted by volatility in market conditions relating to government increases in tariffs. Should the cost of materials used on this project rise based on tariffs, NetPlanner Systems reserves the right to adjust final pricing to reflect the increase.

There is anticipation that costs could increase up to 30% for active equipment based on tariffs. Neither NetPlanner Systems nor any other integrator has any control over these price increases.

CHANGE ORDERS

Changes to the Scope of Work, delays due to site closings, limited access, or other events which the Customer requests will be handled as part of a Change Order. Customer should contact NetPlanner Systems' Project Manager with any requested changes, modifications, or enhancements to the project. NetPlanner Systems' Project Manager will prepare a Change Order which will address scope functionality changes, detail cost implications, and reflect any necessary equipment changes. The Project Manager must receive the signed Change Order before NetPlanner Systems will proceed with any ordering or changes in the project.

Additional labor resulting from a Change Order will be estimated at the time of request. If overtime or weekend work is required, the labor rate will be subject to a 1.5 multiplier. If holiday work is required, the labor rate will be subject to a 2.0 multiplier. The cost of additional materials and labor will be presented for Customer approval prior to commencing work on the Change Order. Additional charges for the changes will be added to the contract price and billed with the next scheduled contract payment.

The completion date shall be adjusted according to the change(s) mentioned above, and the original completion date shall become null and void. Agreements made by the Customer with other vendors or subcontractors on the job are not recognized.

CUSTOMER SUPPLIED ITEMS

All materials supplied by the Customer are to be on site by the specified date in the contract. It is the responsibility of the Customer to ensure that Customer-supplied items are in good and sufficient condition to be installed and that all necessary parts to install such items are present. The Customer bears all responsibilities pertaining to the condition, performance, and warranties of Customer-supplied items. NetPlanner Systems, Inc. shall install Customer-supplied items 'as is' and shall bear no responsibility, either explicit or implied, for the item or for its condition, performance, or warranty.

CUSTOMER RESPONSIBILITIES

To ensure that your project goes smoothly, please implement the following:

A) Designate one person to be the Customer's point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise.

B) Direct all questions to NetPlanner Systems, Inc.'s designated point of contact. Avoid trying to resolve questions or problems with workers, vendors, or other individuals on or off the job site.

C) Make any and all changes to the original contract in writing and ensure that a "Change Order" form is completed and signed before those changes are made.

D) NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational in the event that the Customer fails to disclose in explicit written terms the features required of the system and where lack of doing so is the cause for such failure to become operational. If such omissions by any third party or the Customer cause the system to be incomplete and unable to function as expected, it is up to the Customer to provide financial resources to correct such omissions.

QUALITY

All work shall be performed in a good and workmanlike manner per industry standards. All material is guaranteed to be new, unless otherwise specified.

SAFETY

NetPlanner Systems, Inc. shall take all necessary precautions for the safety of persons and the protection of the work and adjoining property. NetPlanner Systems, Inc. shall comply with all applicable provisions of federal, state and local safety laws and building codes including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

INDEPENDENT CONTRACTORS

The relationship of Customer and NetPlanner Systems, Inc. created by this agreement shall be that of independent contractors and not one of joint venture, partnership, or employment.

During the term of this Agreement and for a period of two (2) years following the date of the termination or expiration of this Agreement (or the date of any subsequent termination of the parties' relationship, whichever is later), Customer covenants and agrees that Customer shall not, directly or indirectly: (i) solicit, recruit, or hire (or attempt to solicit, recruit, or hire) or otherwise assist anyone in soliciting, recruiting, or hiring, any employee of NetPlanner Systems, Inc. who performed work for NetPlanner Systems, Inc. within the last year of Customer's relationship with NetPlanner Systems, Inc. or who was otherwise engaged or employed with NetPlanner Systems, Inc. at the time of termination or expiration of this Agreement and the parties' relationship, or (ii) otherwise encourage, solicit, or support any such employee(s) to leave their employment with NetPlanner Systems, Inc., until such employee's employment with NetPlanner Systems, Inc. has been voluntarily or involuntarily terminated or separated for at least six (6) months. In the event the Customer hires a NetPlanner Systems, Inc. employee, the Customer agrees to compensate NetPlanner Systems, Inc. an amount equal to the employee's minimum annual salary.

DAVIS BACON ACT

NetPlanner Systems, Inc. is compliant with all State, Federal and local labor and employee relations laws including Davis Bacon and Davis Bacon Related Act regulations and guidelines. Based upon Federal guidelines, it is the contracting agency's and/or contractor's responsibility to (a) notify bidders when a project falls under the Davis Bacon Act and/or Davis Bacon Related Act guidelines and (b) provide the Prevailing Wage Determination attached to the contract. NetPlanner Systems, Inc. bids its labor based upon criteria and requirements outlined within the RFP; as such, we will not take into consideration Davis Bacon Act/DBRA wage requirements if it has not been designated within the RFP/bid documents as a requirement. If a contract is awarded and later determined to be a Davis Bacon/Davis Bacon Related Act project, NetPlanner Systems, Inc. will issue a change order for the additional labor costs and/or have the right to cancel the contract based upon the contractor's failure to properly notify bidders of the Prevailing Wage requirements. In some instances, the Prevailing Wage Determination provided within an RFP/bid package does not include an employee classification matching the specialized skills required of our employees. Under these circumstances, our quote is based upon the prevailing wage rates for our classification, in the project's specific geographic location. In addition, should the contract be awarded to our company, we would need to submit an SF1444 requesting a wage conformance to include a worker classification for Telecommunications / Voice / Data / Video technicians.

FEDERAL SUBCONTRACTOR STATUS

If applicable, the parties hereby incorporate the requirements of 41 CFR §§60 1.4 (a) (7), and 29 CFR Part 471, Appendix A to Subpart A.

If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60 300.5 (a) and 41 CFR § 60 741.5 (a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

BUILDING CODES

All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building Department beyond the agreement of this contract is not the responsibility of NetPlanner Systems, Inc.

ASBESTOS AND OTHER HAZARDOUS MATERIALS

It is the obligation of the Customer to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time-schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then NetPlanner Systems, Inc. shall be entitled to additional compensation and an increase in time for completion of the project.

EXISTING CONDITIONS

NetPlanner Systems, Inc. makes no representation of existing conditions and assumes no responsibility of condition for any of the Customer's equipment that may or may not be relocated or affected by NetPlanner Systems, Inc.'s work.

HIDDEN DEFECTS

It is acknowledged that hidden defects, faulty wiring, or other defective components of existing systems may need to be updated or replaced in order to properly complete the above-quoted work, and further acknowledged that the expense, if any, will be the responsibility of the Customer.

PATHWAYS

All conduits installed by others are assumed to be passable. NetPlanner Systems, Inc. is not responsible for repairing or replacing pathways installed by others.

Any conduits routing below foundation grade must be identified by the Customer so that NetPlanner Systems, Inc. can properly specify outdoor rated cable. Failure to identify such conduits will result in cable being replaced at additional cost to Customer. Indoor cable routing below foundation grade will not be warranted by NetPlanner Systems, Inc.

LIENS

NetPlanner Systems, Inc. retains the right to file a mechanic's lien and will not indemnify Customer and/or Lessee against all claims or liens filed by NetPlanner Systems, Inc. Indemnity shall include costs and attorneys' fees.

FINANCE CHARGES

Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Customer agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.

INDEMNITY AND LIABILITY

NetPlanner Systems, Inc.'s obligation to indemnify Customer or any other party shall be limited to the extent the loss, cost, expense, claim or demand for which indemnification is sought (i) arises out of or results from the negligence of NetPlanner Systems, Inc., its employees and subcontractors, and (ii) arises out of bodily injury (including death) or damage to tangible property of third parties. The indemnity shall not be interpreted to make NetPlanner Systems, Inc. liable for the negligence of any other party, nor for loss or damage to property or existing facilities of the Customer at or near the site of the Work. NetPlanner Systems, Inc. shall not be liable for any special or consequential damages, loss of profits, interest penalties or fines. Customer must make written demand for indemnity promptly after a claim is made against it.

NetPlanner Systems, Inc. absolves itself of any liability due to omissions or failures to perform by any engineering firm, consultant or other party engaged by the Customer. NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational if faulty design from any party not hired by NetPlanner Systems, Inc. is the cause for such failure to become operational.

WARRANTY

NetPlanner Systems, Inc. hereby guarantees that the work shall be free from defects in labor for one (1) year from the date of completion of the project. NetPlanner Systems, Inc.'s liability for breach of warranty or failure or defect in performance of the Contract shall be limited to re-performing corrective services of the type originally performed by NetPlanner Systems, Inc. with its own forces, beginning at final completion and continuing for twelve (12) months thereafter, provided NetPlanner Systems, Inc. receives written notice of defective work within the warranty period. Materials and active hardware are warranted as specified by individual manufacturers and not by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. will exchange any defective equipment at no labor cost for a period of 30 days. After 30 days, the Customer is responsible for exchanging defective equipment. NetPlanner Systems, Inc. can install exchanged equipment on a time and materials basis.

NetPlanner Systems, Inc. reserves the right to repair or replace defective items and will not compensate others for repair or replacement services.

ACKNOWLEDGEMENTS

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral. This Agreement shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If NetPlanner Systems, Inc.'s proposal is made a part of this Agreement and said proposal contains any terms or conditions inconsistent with the terms and conditions of this Agreement Form, then this Agreement Form shall govern.

ACCEPTANCE

NetPlanner Systems, Inc. is hereby authorized to perform the work as specified. Payment shall be made as outlined above. Customer agrees this proposal constitutes in its entirely all that will be provided by NetPlanner Systems, Inc. Customer's signature certifies acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

If this proposal is distributed by e-mail, then replying to such e-mail with the subject or message "I Accept" or any request by the Customer for NetPlanner Systems, Inc. to begin work on this project will constitute full acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

Customer		**NetPlanner Systems, Inc.**	
Authorized Signature:		Authorized Signature:	
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Prepared For:	Job Site:
City of Griffin 100 S Hill St, Griffin Griffin, GA 30223	Flint River WTP 1008 New Salem Rd. Griffin, GA 30223

Proposal Recipients	Email	Phone
Gibb Cotton, Chief Technology Officer	gcotton@cityofgriffin.com	(770) 233-2929 Ext. 475

INTRODUCTION

Thank you for the opportunity to provide a proposal for this project. NetPlanner Systems has a long history of successfully completing projects of this scope and magnitude for clients nationwide since our founding in 1987.

As one of the Southeast's leading providers of integrated technology solutions, NetPlanner prides itself in delivering best-in-class solutions and services backed by the most technical and certified employees in the industry. Our expertise includes Communications Cabling, Wireless, Distributed Antenna Systems (DAS), Network Services, Access Control, Video Surveillance, Intrusion, A/V, Paging/Intercom, and Data Center Services. We also offer Intelligent Remote Monitoring & Management as well as service agreements that can be customized to meet your specific needs.

We dedicate our efforts to staying on top of the ever-changing world of communications technology to consistently deliver innovative, high performing systems. Our goal is to provide you with the highest quality solutions and a level of customer service that exceeds your expectations. Our commitment to the success of your technology systems will be evident in every project.

Please do not hesitate to contact me if you have any questions about this proposal. Again, thank you for this opportunity. We look forward to working with you.

NetPlanner GA State Contract # 99999-SPD0000172-12

SCOPE OF WORK - Access Control - ESTIMATE JK22067-ACS-E4

S2 Access Control Upgrade UPDATED 3

- Provide and install (1) S2 Network Node with enough access control modules to service 5 doors
  - Network node will replace existing NetAXS panel
- Provide and install (1) Altronix power supply
- All existing card readers, locks, motions, and push to exit buttons will be used
- Wire up controller, program and test each door
- Provide and install all consumables required for a proper install: tape, tie wraps, velcro, fasteners, etc

MATERIALS

Part Number	Manufacturer	Description	Qty	UoM	Unit Price	Total Price
S2-NN-E2R-WM	S2	S2 Network Node w/ 2 Rdr, 4-In, 4-out, Standard Enclosure	1	EACH	$2,386.57	$2,386.57
S2-ACM	S2	Access control Module: 2 reader, 4 input, 4 output	2	EACH	$801.73	$1,603.46
AL600ULACM	ALTRONIX	Power Supply/Charger w/ Multi-Output Access Power Controller	1	EACH	$462.35	$462.35
LC2	ALTRONIX	6' Power Cord, 18 AWG Gauge, 3-Wire Line Cord	1	EACH	$8.36	$8.36
		Consumables	2,877	Percent	$0.03	$143.83
					TOTAL:	**$4,604.57**

INSTALLATION

Total Price
$990.00
$900.00
TOTAL: $1,890.00

PROPOSAL COST SUMMARY

Estimate	Description	Materials	Installation	Services	Total
JK22067-ACS-E4	Access Control - S2 Access Control Upgrade UPDATED 3	$4,460.74	$2,033.83	$0.00	$6,494.57
	TOTALS:	**$4,460.74**	**$2,033.83**	**$0.00**	**$6,494.57**

INVOICING AND PAYMENT TERMS

NetPlanner Systems, Inc. will invoice Customer for all materials and for mobilization upon approval of proposal. Customer will be invoiced for labor at the end of the project or at the end of the month, whichever comes first, based upon the percentage of the project completed. The Customer agrees to pay any and all payments according to the payment schedule. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, NetPlanner Systems, Inc. reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made. Standard payment terms are NET 15 in the absence of a specific payment schedule.

Any required closeout documents, including, but not limited to, as-built drawings, test results, and warranties, will be released to the Customer once 90% of the total project payment has been received by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. operates primarily as a contractor for sales tax purposes. This means that all sales tax is paid to the Georgia Department of Revenue at the point of purchase of materials and that no sales tax may be charged to NetPlanner Systems, Inc. customers.

INCLUSIONS

Pricing includes above-described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday – Friday from 7:30 AM - 4:30 PM.

Software updates/upgrades will be performed only on the equipment being installed.

This bid proposal and the pricing within are valid for 30 days.

Due to current market conditions, including raw material shortages and ongoing price volatility in the industry, upon award, NetPlanner will invoice Customer for materials under standard payment terms. NetPlanner will order all materials immediately upon submittal approval or contract acceptance (if submittal is not required). Customer will have the option to store materials in NetPlanner's secure warehouse or on the job site.

NetPlanner is currently experiencing extremely long lead times on certain products. This can cause delay if appropriate action is not taken immediately at the start of the project. Because lead times are out of NetPlanner's control, NetPlanner will not be held responsible for delays due to product lead times.

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Overtime labor is not included in this proposal.

NetPlanner Systems is not responsible for conduit, millwork, or other general construction requirements that provide pathways to provided equipment. This also includes any ceiling reconstruction, i.e. ceiling tile/grid, sheetrock, etc.

NetPlanner Systems is not responsible for any configuration of Customer's network equipment that may impede the completion of the project.

NetPlanner Systems is not liable to the Customer or any third party for any delays, damages or equipment failure caused by any circumstances beyond our reasonable control.

NetPlanner Systems is not responsible for any applicable wall support, network, and power requirements.

GOVERNMENT IMPOSED TARIFFS

This project could be impacted by volatility in market conditions relating to government increases in tariffs. Should the cost of materials used on this project rise based on tariffs, NetPlanner Systems reserves the right to adjust final pricing to reflect the increase.

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CUSTOMER SUPPLIED ITEMS

All materials supplied by the Customer are to be on site by the specified date in the contract. It is the responsibility of the Customer to ensure that Customer-supplied items are in good and sufficient condition to be installed and that all necessary parts to install such items are present. The Customer bears all responsibilities pertaining to the condition, performance, and warranties of Customer-supplied items. NetPlanner Systems, Inc. shall install Customer-supplied items 'as is' and shall bear no responsibility, either explicit or implied, for the item or for its condition, performance, or warranty.

CUSTOMER RESPONSIBILITIES

To ensure that your project goes smoothly, please implement the following:

A) Designate one person to be the Customer’s point of contact. This person shall be kept informed of the job's progress and shall be provided answers to questions as they arise.

B) Direct all questions to NetPlanner Systems, Inc.'s designated point of contact. Avoid trying to resolve questions or problems with workers, vendors, or other individuals on or off the job site.

C) Make any and all changes to the original contract in writing and ensure that a "Change Order" form is completed and signed before those changes are made.

D) NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational in the event that the Customer fails to disclose in explicit written terms the features required of the system and where lack of doing so is the cause for such failure to become operational. If such omissions by any third party or the Customer cause the system to be incomplete and unable to function as expected, it is up to the Customer to provide financial resources to correct such omissions.

QUALITY

All work shall be performed in a good and workmanlike manner per industry standards. All material is guaranteed to be new, unless otherwise specified.

SAFETY

NetPlanner Systems, Inc. shall take all necessary precautions for the safety of persons and the protection of the work and adjoining property. NetPlanner Systems, Inc. shall comply with all applicable provisions of federal, state and local safety laws and building codes including, without limitation, the provisions of 29 CFR 1910.147 (OSHA Lockout/Tagout Standard).

INDEPENDENT CONTRACTORS

The relationship of Customer and NetPlanner Systems, Inc. created by this agreement shall be that of independent contractors and not one of joint venture, partnership, or employment.

During the term of this Agreement and for a period of two (2) years following the date of the termination or expiration of this Agreement (or the date of any subsequent termination of the parties' relationship, whichever is later), Customer covenants and agrees that Customer shall not, directly or indirectly: (i) solicit, recruit, or hire (or attempt to solicit, recruit, or hire) or otherwise assist anyone in soliciting, recruiting, or hiring, any employee of NetPlanner Systems, Inc. who performed work for NetPlanner Systems, Inc. within the last year of Customer's relationship with NetPlanner Systems, Inc. or who was otherwise engaged or employed with NetPlanner Systems, Inc. at the time of termination or expiration of this Agreement and the parties' relationship, or (ii) otherwise encourage, solicit, or support any such employee(s) to leave their employment with NetPlanner Systems, Inc., until such employee's employment with NetPlanner Systems, Inc. has been voluntarily or involuntarily terminated or separated for at least six (6) months. In the event the Customer hires a NetPlanner Systems, Inc. employee, the Customer agrees to compensate NetPlanner Systems, Inc. an amount equal to the employee's minimum annual salary.

DAVIS BACON ACT

NetPlanner Systems, Inc. is compliant with all State, Federal and local labor and employee relations laws including Davis Bacon and Davis Bacon Related Act regulations and guidelines. Based upon Federal guidelines, it is the contracting agency's and/or contractor's responsibility to (a) notify bidders when a project falls under the Davis Bacon Act and/or Davis Bacon Related Act guidelines and (b) provide the Prevailing Wage Determination attached to the contract. NetPlanner Systems, Inc. bids its labor based upon criteria and requirements outlined within the RFP; as such, we will not take into consideration Davis Bacon Act/DBRA wage requirements if it has not been designated within the RFP/bid documents as a requirement. If a contract is awarded and later determined to be a Davis Bacon/Davis Bacon Related Act project, NetPlanner Systems, Inc. will issue a change order for the additional labor costs and/or have the right to cancel the contract based upon the contractor's failure to properly notify bidders of the Prevailing Wage requirements. In some instances, the Prevailing Wage Determination provided within an RFP/bid package does not include an employee classification matching the specialized skills required of our employees. Under these circumstances, our quote is based upon the prevailing wage rates for our classification, in the project's specific geographic location. In addition, should the contract be awarded to our company, we would need to submit an SF1444 requesting a wage conformance to include a worker classification for Telecommunications / Voice / Data / Video technicians.

FEDERAL SUBCONTRACTOR STATUS

If applicable, the parties hereby incorporate the requirements of 41 CFR §§60 1.4 (a) (7), and 29 CFR Part 471, Appendix A to Subpart A.

If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60 300.5 (a) and 41 CFR § 60 741.5 (a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

BUILDING CODES

All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building Department beyond the agreement of this contract is not the responsibility of NetPlanner Systems, Inc.

ASBESTOS AND OTHER HAZARDOUS MATERIALS

It is the obligation of the Customer to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time-schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then NetPlanner Systems, Inc. shall be entitled to additional compensation and an increase in time for completion of the project.

EXISTING CONDITIONS

NetPlanner Systems, Inc. makes no representation of existing conditions and assumes no responsibility of condition for any of the Customer's equipment that may or may not be relocated or affected by NetPlanner Systems, Inc.'s work.

HIDDEN DEFECTS

It is acknowledged that hidden defects, faulty wiring, or other defective components of existing systems may need to be updated or replaced in order to properly complete the above-quoted work, and further acknowledged that the expense, if any, will be the responsibility of the Customer.

PATHWAYS

All conduits installed by others are assumed to be passable. NetPlanner Systems, Inc. is not responsible for repairing or replacing pathways installed by others.

Any conduits routing below foundation grade must be identified by the Customer so that NetPlanner Systems, Inc. can properly specify outdoor rated cable. Failure to identify such conduits will result in cable being replaced at additional cost to Customer. Indoor cable routing below foundation grade will not be warranted by NetPlanner Systems, Inc.

LIENS

NetPlanner Systems, Inc. retains the right to file a mechanic's lien and will not indemnify Customer and/or Lessee against all claims or liens filed by NetPlanner Systems, Inc. Indemnity shall include costs and attorneys' fees.

FINANCE CHARGES

Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Customer agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.

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Customer	**NetPlanner Systems, Inc.**
Authorized Signature:	Authorized Signature:
_____	_____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Prepared For:	Job Site:
City of Griffin 100 S Hill St, Griffin Griffin, GA 30223	One Griffin Center 100 S Hill St. Griffin, GA 30223

Proposal Recipients	Email	Phone
Gibb Cotton, Chief Technology Officer	gcotton@cityofgriffin.com	(770) 233-2929 Ext. 475

INTRODUCTION

Thank you for the opportunity to provide a proposal for this project. NetPlanner Systems has a long history of successfully completing projects of this scope and magnitude for clients nationwide since our founding in 1987.

As one of the Southeast's leading providers of integrated technology solutions, NetPlanner prides itself in delivering best-in-class solutions and services backed by the most technical and certified employees in the industry. Our expertise includes Communications Cabling, Wireless, Distributed Antenna Systems (DAS), Network Services, Access Control, Video Surveillance, Intrusion, A/V, Paging/Intercom, and Data Center Services. We also offer Intelligent Remote Monitoring & Management as well as service agreements that can be customized to meet your specific needs.

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Please do not hesitate to contact me if you have any questions about this proposal. Again, thank you for this opportunity. We look forward to working with you.

NetPlanner GA State Contract # 99999-SPD0000172-12

SCOPE OF WORK - Access Control - ESTIMATE JK23000376-ACS-E3

NetBox VM Upgrade UPDATED

- Provide and install all licenses required to expand the existing Netbox VM from 64 doors to 128 doors

MATERIALS

Part Number	Manufacturer	Description	Qty	UoM	Unit Price	Total Price
S2-NBVM-UPG	S2	NETBOX VIRTUAL MACHINE UPGRADE Upgrades 16, 32 and 64 portal NetBox Virtual Machines to a 128+ portal NetBox Virtual Machine. Must be purchased with portal expansion.	1	EACH	$10,620.70	$10,620.70
S2-ENT-R64	S2	64 PORTAL EXPANSION FOR EXISTING SYSTEM Increases existing NetBox Extreme and NetBox Enterprise system license in 64 portal increments.	1	EACH	$3,757.59	$3,757.59
					TOTAL:	**$14,378.29**

INSTALLATION

	Total Price
	$270.00
TOTAL:	**$270.00**

SCOPE OF WORK - Access Control - ESTIMATE JK23000376-ACS-E4

Spare S2 Material UPDATED

- Provide (1) S2 network node blade
- Provide (2) S2 access control module blades. Each blade can operate 2 doors

MATERIALS

Part Number	Manufacturer	Description	Qty	UoM	Unit Price	Total Price
S2-ACM	S2	Access control Module: 2 reader, 4 input, 4 output	2	EACH	$691.49	$1,382.98
S2-M1	S2	M1-3200 NODE BLADE	1	EACH	$1,041.92	$1,041.92
					TOTAL:	**$2,424.90**

PROPOSAL COST SUMMARY

Estimate	Description	Materials	Installation	Services	Total
JK23000376-ACS-E3	Access Control - NetBox VM Upgrade UPDATED	$14,378.29	$270.00	$0.00	$14,648.29
JK23000376-ACS-E4	Access Control - Spare S2 Material UPDATED	$2,424.90	$0.00	$0.00	$2,424.90
TOTALS:		**$16,803.19**	**$270.00**	**$0.00**	**$17,073.19**

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Pricing includes above-described items by NetPlanner Systems, Inc. and applies to regular business hours unless otherwise stated, Monday – Friday from 7:30 AM - 4:30 PM.

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Overtime labor is not included in this proposal.

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GOVERNMENT IMPOSED TARIFFS

This project could be impacted by volatility in market conditions relating to government increases in tariffs. Should the cost of materials used on this project rise based on tariffs, NetPlanner Systems reserves the right to adjust final pricing to reflect the increase.

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INDEPENDENT CONTRACTORS

The relationship of Customer and NetPlanner Systems, Inc. created by this agreement shall be that of independent contractors and not one of joint venture, partnership, or employment.

During the term of this Agreement and for a period of two (2) years following the date of the termination or expiration of this Agreement (or the date of any subsequent termination of the parties' relationship, whichever is later), Customer covenants and agrees that Customer shall not, directly or indirectly: (i) solicit, recruit, or hire (or attempt to solicit, recruit, or hire) or otherwise assist anyone in soliciting, recruiting, or hiring, any employee of NetPlanner Systems, Inc. who performed work for NetPlanner Systems, Inc. within the last year of Customer's relationship with NetPlanner Systems, Inc. or who was otherwise engaged or employed with NetPlanner Systems, Inc. at the time of termination or expiration of this Agreement and the parties' relationship, or (ii) otherwise encourage, solicit, or support any such employee(s) to leave their employment with NetPlanner Systems, Inc., until such employee's employment with NetPlanner Systems, Inc. has been voluntarily or involuntarily terminated or separated for at least six (6) months. In the event the Customer hires a NetPlanner Systems, Inc. employee, the Customer agrees to compensate NetPlanner Systems, Inc. an amount equal to the employee's minimum annual salary.

DAVIS BACON ACT

NetPlanner Systems, Inc. is compliant with all State, Federal and local labor and employee relations laws including Davis Bacon and Davis Bacon Related Act regulations and guidelines. Based upon Federal guidelines, it is the contracting agency's and/or contractor's responsibility to (a) notify bidders when a project falls under the Davis Bacon Act and/or Davis Bacon Related Act guidelines and (b) provide the Prevailing Wage Determination attached to the contract. NetPlanner Systems, Inc. bids its labor based upon criteria and requirements outlined within the RFP; as such, we will not take into consideration Davis Bacon Act/DBRA wage requirements if it has not been designated within the RFP/bid documents as a requirement. If a contract is awarded and later determined to be a Davis Bacon/Davis Bacon Related Act project, NetPlanner Systems, Inc. will issue a change order for the additional labor costs and/or have the right to cancel the contract based upon the contractor's failure to properly notify bidders of the Prevailing Wage requirements. In some instances, the Prevailing Wage Determination provided within an RFP/bid package does not include an employee classification matching the specialized skills required of our employees. Under these circumstances, our quote is based upon the prevailing wage rates for our classification, in the project's specific geographic location. In addition, should the contract be awarded to our company, we would need to submit an SF1444 requesting a wage conformance to include a worker classification for Telecommunications / Voice / Data / Video technicians.

FEDERAL SUBCONTRACTOR STATUS

If applicable, the parties hereby incorporate the requirements of 41 CFR §§60 1.4 (a) (7), and 29 CFR Part 471, Appendix A to Subpart A.

If applicable, this contractor and subcontractor shall also abide by the requirements of 41 CFR § 60 300.5 (a) and 41 CFR § 60 741.5 (a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

BUILDING CODES

All work performed under this agreement shall comply with applicable building codes. Any additional work required by the Building Department beyond the agreement of this contract is not the responsibility of NetPlanner Systems, Inc.

ASBESTOS AND OTHER HAZARDOUS MATERIALS

It is the obligation of the Customer to determine if the structure covered by this contract contains asbestos and/or other hazardous materials. This proposal and contract does not include any provision (neither monetary provisions nor time-schedule provisions) to cover the unforeseen hazards or additional work necessitated by removal of asbestos and/or other hazardous materials. If asbestos and/or other hazardous materials are discovered after work is already in progress, and if the asbestos and/or other hazardous materials represent a changed condition from those described in the plans and specifications, then NetPlanner Systems, Inc. shall be entitled to additional compensation and an increase in time for completion of the project.

EXISTING CONDITIONS

NetPlanner Systems, Inc. makes no representation of existing conditions and assumes no responsibility of condition for any of the Customer's equipment that may or may not be relocated or affected by NetPlanner Systems, Inc.'s work.

HIDDEN DEFECTS

It is acknowledged that hidden defects, faulty wiring, or other defective components of existing systems may need to be updated or replaced in order to properly complete the above-quoted work, and further acknowledged that the expense, if any, will be the responsibility of the Customer.

PATHWAYS

All conduits installed by others are assumed to be passable. NetPlanner Systems, Inc. is not responsible for repairing or replacing pathways installed by others.

Any conduits routing below foundation grade must be identified by the Customer so that NetPlanner Systems, Inc. can properly specify outdoor rated cable. Failure to identify such conduits will result in cable being replaced at additional cost to Customer. Indoor cable routing below foundation grade will not be warranted by NetPlanner Systems, Inc.

LIENS

NetPlanner Systems, Inc. retains the right to file a mechanic's lien and will not indemnify Customer and/or Lessee against all claims or liens filed by NetPlanner Systems, Inc. Indemnity shall include costs and attorneys' fees.

FINANCE CHARGES

Any contract payment or invoice amount not paid by the due date shall be considered delinquent and shall bear interest at the rate of one and one-half percent (1 1/2%) per month on the outstanding balance. If steps shall be taken, whether by suit or otherwise, to collect any sum including interest which has become delinquent, the Customer agrees to pay all costs thereby incurred, including any reasonable collector's fees, attorney fees, and court costs.

INDEMNITY AND LIABILITY

NetPlanner Systems, Inc.'s obligation to indemnify Customer or any other party shall be limited to the extent the loss, cost, expense, claim or demand for which indemnification is sought (i) arises out of or results from the negligence of NetPlanner Systems, Inc., its employees and subcontractors, and (ii) arises out of bodily injury (including death) or damage to tangible property of third parties. The indemnity shall not be interpreted to make NetPlanner Systems, Inc. liable for the negligence of any other party, nor for loss or damage to property or existing facilities of the Customer at or near the site of the Work. NetPlanner Systems, Inc. shall not be liable for any special or consequential damages, loss of profits, interest penalties or fines. Customer must make written demand for indemnity promptly after a claim is made against it.

NetPlanner Systems, Inc. absolves itself of any liability due to omissions or failures to perform by any engineering firm, consultant or other party engaged by the Customer. NetPlanner Systems, Inc. shall in no way be held responsible for making the proposed system fully operational if faulty design from any party not hired by NetPlanner Systems, Inc. is the cause for such failure to become operational.

WARRANTY

NetPlanner Systems, Inc. hereby guarantees that the work shall be free from defects in labor for one (1) year from the date of completion of the project. NetPlanner Systems, Inc.'s liability for breach of warranty or failure or defect in performance of the Contract shall be limited to re-performing corrective services of the type originally performed by NetPlanner Systems, Inc. with its own forces, beginning at final completion and continuing for twelve (12) months thereafter, provided NetPlanner Systems, Inc. receives written notice of defective work within the warranty period. Materials and active hardware are warranted as specified by individual manufacturers and not by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. will exchange any defective equipment at no labor cost for a period of 30 days. After 30 days, the Customer is responsible for exchanging defective equipment. NetPlanner Systems, Inc. can install exchanged equipment on a time and materials basis.

NetPlanner Systems, Inc. reserves the right to repair or replace defective items and will not compensate others for repair or replacement services.

ACKNOWLEDGEMENTS

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral. This Agreement shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If NetPlanner Systems, Inc.'s proposal is made a part of this Agreement and said proposal contains any terms or conditions inconsistent with the terms and conditions of this Agreement Form, then this Agreement Form shall govern.

ACCEPTANCE

NetPlanner Systems, Inc. is hereby authorized to perform the work as specified. Payment shall be made as outlined above. Customer agrees this proposal constitutes in its entirely all that will be provided by NetPlanner Systems, Inc. Customer's signature certifies acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

If this proposal is distributed by e-mail, then replying to such e-mail with the subject or message "I Accept" or any request by the Customer for NetPlanner Systems, Inc. to begin work on this project will constitute full acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

Customer		**NetPlanner Systems, Inc.**	
Authorized Signature:		Authorized Signature:	
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

STATE OF GEORGIA

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Mr. Osborne Johnson, Contract Management Specialist	404-232-1929
Mr. Daniel Garnett, Contract Management Specialist	404-651-6084
Mr. Donnie Treadway, Contract Management Specialist	404-463-0824
Mrs. Jeanette Rakestraw, Contract Management Assistant	404-657-4322
Team Email: contract.management@doas.ga.gov	

Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-SPD-ES40199373-002	Administrative Vehicles	ALLAN VIGIL FORD LINCOLN MERCURY IN	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-004	Administrative Vehicles	GRIFFIN FORD SALES INC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-005	Administrative Vehicles	HARDY CHEVROLET INC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-006	Administrative Vehicles	KIA MOTORS AMERICA INC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-007	Administrative Vehicles	GRIFFIN SYLVESTER LLC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-007S	Administrative Vehicles	GRIFFIN SYLVESTER LLC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-009S	Administrative Vehicles	WADE FORD INC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-ES40199373-010S	Administrative Vehicles	DON JACKSON AUTOMOTIVE LLC	11/30/2021	Garnett	Mandatory	Goods
99999-SPD-SPD0000175-0001	All Terrain Vehicles, Utility	ATLANTA KUBOTA LLC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0002	All Terrain Vehicles, Utility	ADRENALIN POWERSPORTS INC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0003	All Terrain Vehicles, Utility	TEXTRON INC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0004	All Terrain Vehicles, Utility	YANCY BROS CO	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0005	All Terrain Vehicles, Utility	DEERE & COMPANY	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0006	All Terrain Vehicles, Utility	CLUB CAR INC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0007	All Terrain Vehicles, Utility	SUZUKI MOTOR OF AMERICA INC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-SPD0000175-0008	All Terrain Vehicles, Utility	CART MART INC	4/7/2023	Mercier	Mandatory	Goods
99999-SPD-T20151001-0001	Apple Computer Hadware	APPLE INC	7/31/2022	Garnett	Convenience	Goods
99999-001-SPD0000122-0001	Auto Mfg in Ga (AMIGI)	CARRIAGE KIA	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0002	Auto Mfg in Ga (AMIGI)	MIDSTATE AUTOMOTIVE INC II	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0003	Auto Mfg in Ga (AMIGI)	KIA AUTOSPORT OF COLUMBUS	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0004	Auto Mfg in Ga (AMIGI)	KIA MOTORS AMERICA INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0005	Auto Mfg in Ga (AMIGI)	PLANT CITY AUTOMOTIVE INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0006	Auto Mfg in Ga (AMIGI)	HOMETOWN MOTORS IV INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0007	Auto Mfg in Ga (AMIGI)	PYE CARS OF DALTON INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0008	Auto Mfg in Ga (AMIGI)	SRCF LLC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0009	Auto Mfg in Ga (AMIGI)	S & H MOTORS INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0010	Auto Mfg in Ga (AMIGI)	ATHENS AUTOMOTIVE LLC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0011	Auto Mfg in Ga (AMIGI)	KCL AUTOMOTIVE LLC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0012	Auto Mfg in Ga (AMIGI)	TOWN CENTER INVESTMENTS INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0013	Auto Mfg in Ga (AMIGI)	PB VALDOSTA MOTORS INC	6/30/2025	Mercier	Convenience	Goods
99999-001-SPD0000122-0014	Auto Mfg in Ga (AMIGI)	RICK CASE CARS INC	6/30/2025	Mercier	Convenience	Goods
99999-SPD-SPD0000127-0001	Automobile Parts	PARTS AUTHORITY GEORGIA LLC	8/31/2022	Daniels	Convenience	Goods
99999-SPD-SPD0000127-0002	Automobile Parts	GENUINE PARTS COMPANY	8/31/2022	Daniels	Convenience	Goods
99999-SPD-SPD0000160-0001	Background Investigation Svcs.	ACCURATE BACKGROUND HOLDING LLC	1/31/2022	Daniels	Mandatory	Services
99999-001-SPD0000156-0001	Biological and Laboratory Equi	VWR INTERNATIONAL INC	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0002	Biological and Laboratory Equi	LAERDAL MEDICAL CORPORATION	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0003	Biological and Laboratory Equi	FISHER SCIENTIFIC COMPANY LLC	9/15/2022	Garnett	Convenience	Goods

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Mr. Osborne Johnson, Contract Management Specialist	404-232-1929
Mr. Daniel Garnett, Contract Management Specialist	404-651-6084
Mr. Donnie Treadway, Contract Management Specialist	404-463-0824
Mrs. Jeanette Rakestraw, Contract Management Assistant	404-657-4322
Team Email: contract.management@doas.ga.gov	

Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-001-SPD0000156-0004	Biological and Laboratory Equi	CAROLINA BIOLOGICAL SUPPLY CO	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0005	Biological and Laboratory Equi	CAPITAL MICROSCOPE SERVICES INC	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0006	Biological and Laboratory Equi	HUNT OPTICS & IMAGING INC	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0007	Biological and Laboratory Equi	THOMAS SCIENTIFIC HOLDINGS LLC	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0008	Biological and Laboratory Equi	NYCOM INC	9/15/2022	Garnett	Convenience	Goods
99999-001-SPD0000156-0009	Biological and Laboratory Equi	D'S VENTURES LLC	9/15/2022	Garnett	Convenience	Goods
99999-SPD-BOR080120	BOR -Ghost Education Discount	CDW GOVERNMENT LLC	7/31/2022	Johnson	Conv-Consortia	IT
99999-SPD-SPD0000091-0001	BREAD AND RELATED BAKERY PROD	FLOWERS BAKING OF VILLA RICA INC	10/30/2021	Daniels	Mandatory	Goods
99999-SPD-SPD0000091-0002	BREAD AND RELATED BAKERY PROD	BIMBO BAKERIES USA INC	10/30/2021	Daniels	Mandatory	Goods
99999-SPD-ES40199376BS-01	Bus Rentals	AUTOMAX RENT A CAR	5/31/2022	Daniels	Convenience	Services
99999-SPD-ES40199376CR-01	Capitol Hill Airpt Car Rental	THE HERTZ CORPORATION	7/20/2022	Mercier	Mandatory	Services
99999-SPD-G20200414-0001	Carpet Floors and Accessories	BENTLEY MILLS, INC.	11/30/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0002	Carpet Floors and Accessories	MOHAWK CARPET DISTRIBUTION INC	11/30/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0003	Carpet Floors and Accessories	INTERFACE AMERICAS	12/16/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0004	Carpet Floors and Accessories	KARNDEAN INTERNATIONAL, LLC	11/30/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0005	Carpet Floors and Accessories	SHAW INDUSTRIES	4/11/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0006	Carpet Floors and Accessories	TARKETT USA INC	11/30/2023	Johnson	Conv-Consortia	Goods
99999-SPD-G20200414-0007	Carpet Floors and Accessories	MANNINGTON MILLS INC	11/30/2023	Johnson	Conv-Consortia	Goods
99999-SPD-SPD0000025-0004	CCTV Products, Services and In	GC&E SYSTEMS GROUP INC	10/1/2021	Daniels	Mandatory	Goods
99999-SPD-SPD0000048-0001	Certified Audio Visual Product	PRESIDIO NETWORKED SOLUTIONS	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0002	Certified Audio Visual Product	ONEPATH SYSTEMS LLC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0005	Certified Audio Visual Product	INTER TECHNOLOGIES CORPORATION	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0006	Certified Audio Visual Product	PC SPECIALISTS INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0008	Certified Audio Visual Product	VISUAL SYSTEMS GROUP INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0009	Certified Audio Visual Product	AUDIO VISUAL INNOVATIONS INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0011	Certified Audio Visual Product	HOWARD INDUSTRIES INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0012	Certified Audio Visual Product	DUSOUL COMPANY INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0014	Certified Audio Visual Product	TROXELL COMMUNICATIONS INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0015	Certified Audio Visual Product	SOUTHERN COMPUTER WAREHOUSE INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0016	Certified Audio Visual Product	ONE DIVERSIFIED LLC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-0018	Certified Audio Visual Product	CDW GOVERNMENT LLC	4/30/2022	Daniels	Convenience	IT
99999-SPD-SPD0000048-010A	Certified Audio Visual Product	SUMMIT SOLUTIONZ INC	4/30/2022	Daniels	Convenience	IT
99999-SPD-T20190814-0001	Cloud Solutions and Services	CARAHSOFT TECHNOLOGY CORP	9/15/2026	Treadway	Conv-Consortia	IT
99999-SPD-T20190814-0002	Cloud Solutions and Services	SHI INTERNATIONAL CORP	9/15/2026	Treadway	Conv-Consortia	IT
99999-SPD-T20190814-0003	Cloud Solutions and Services	SMARTRONIX LLC	9/15/2026	Treadway	Conv-Consortia	IT
99999-SPD-T20190814-0004	Cloud Solutions and Services	UNISYS CORPORATION	9/15/2026	Treadway	Conv-Consortia	IT
99999-001- SPD0000184-001	COVID-19 Disinfecting Cleaning	CLASPELL, JASON	5/31/2022	Rakestraw	Convenience	Services

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Team Email: contract.management@doas.ga.gov	

Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-001- SPD0000184-002	COVID-19 Disinfecting Cleaning	ACESA CLEANING SERVICES, LLC	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-003	COVID-19 Disinfecting Cleaning	BARTOLOMUCCI AND ASSOCIATES INC	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-004	COVID-19 Disinfecting Cleaning	CARTER,CHANDA	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-005	COVID-19 Disinfecting Cleaning	CONTINENTAL ENVIRONMENTAL SERVICI	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-006	COVID-19 Disinfecting Cleaning	DISINFECTANT SOLUTIONS OF ATLANTA,	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-007	COVID-19 Disinfecting Cleaning	JEFFREY FENNELL	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-008	COVID-19 Disinfecting Cleaning	FRANMICKA L FORD	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-009	COVID-19 Disinfecting Cleaning	THORNTON, STEVEN C	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-010	COVID-19 Disinfecting Cleaning	HAYES CONSTRUCTION & RENOVATIONS	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-011	COVID-19 Disinfecting Cleaning	J FERG PROS CORPORATION	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-012	COVID-19 Disinfecting Cleaning	BRIAN WEBB	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-013	COVID-19 Disinfecting Cleaning	LGC GLOBAL ENERGY FM LLC	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-014	COVID-19 Disinfecting Cleaning	MJ CONSULTING AND SERVICES	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-015	COVID-19 Disinfecting Cleaning	NEW BEGINNINGS COMMERICIAL RESIDE	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-016	COVID-19 Disinfecting Cleaning	SMITH,PAMELA JOHNSON	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-017	COVID-19 Disinfecting Cleaning	PURE AIR CONTROL SERVICES	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-018	COVID-19 Disinfecting Cleaning	TAYLOR,ROBERT NATHANIEL	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-019	COVID-19 Disinfecting Cleaning	SERVICEMASTER DOWNTOWN COMMER	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-020	COVID-19 Disinfecting Cleaning	SYNZEVO, INC.	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-021	COVID-19 Disinfecting Cleaning	THE GOLDEN CREW CLEANING COMPANY	5/31/2022	Rakestraw	Convenience	Services
99999-001- SPD0000184-022	COVID-19 Disinfecting Cleaning	WILPRO ENTERPRISES INC	5/31/2022	Rakestraw	Convenience	Services
99999-SPD-NVPUT3229-0001	DATA COMMUNICATION PRODUCTS	PALO ALTO NETWORKS INC	9/30/2024	Garnett	Conv-Consortia	IT
99999-001-SPD0000141-0001	Diagnostic Instruments and Acc	THE INSTRUMENT HOUSE INC	10/31/2022	Johnson	Mandatory	Goods
99999-001-SPD0000141-0003	Diagnostic Instruments and Acc	MCKESSON MEDICAL SURGICAL GOVERM	10/31/2021	Johnson	Mandatory	Goods
99999-001-SPD0000170-0001	Discounted Retail Walk In Buil	LOWE'S COMPANIES INC	4/30/2022	Mercier	Convenience	Goods
99999-001-SPD0000170-0002	Discounted Retail Walk In Buil	HOME DEPOT USA INC	4/30/2022	Mercier	Convenience	Goods
99999-001-SPD0000135-0001	Document Management Services	AMERICAN DOCUMENT SECURITIES	1/31/2022	Garnett	Convenience	Services
99999-SPD-SPD0000118-0001	ELECTRONIC MONITORING EQUIPM	BUDDI LTD	12/31/2021	Daniels	Mandatory	Services
99999-SPD-SPD0000118-0002	ELECTRONIC MONITORING EQUIPM	SATELLITE TRACKING OF PEOPLE LLC	12/31/2021	Daniels	Mandatory	Services
99999-SPD-SPD0000118-0003	ELECTRONIC MONITORING EQUIPM	BI INCORPORATED	12/31/2021	Daniels	Mandatory	Services
99999-SPD-SPD0000161-0002	End-User Computing	BYTESPEED COMPUTERS	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0003	End-User Computing	CDW GOVERNMENT LLC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0004	End-User Computing	DELL MARKETING LP	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0006	End-User Computing	GOV CONNECTION INC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0007	End-User Computing	HP INC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0008	End-User Computing	LENOVO - UNITED STATES INC	6/2/2022	Garnett	Convenience	IT
99999-SPD-SPD0000161-0009	End-User Computing	PANASONIC CORPORATION OF NORTH A	6/2/2022	Garnett	Convenience	IT

STATE OF GEORGIA

ACTIVE STATEWIDE CONTRACTS & ASSIGNED CONTRACT MANAGEMENT SPECIALIST

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Dr. Carl A. Hall, PhD, Esq., Contraact Management Manager	404-657-4254
Ms. Bennetta Daniels, Contract Management Specialist	404-656-1786
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Mr. Daniel Garnett, Contract Management Specialist	404-651-6084
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Mrs. Jeanette Rakestraw, Contract Management Assistant	404-657-4322
Team Email: contract.management@doas.ga.gov	

Contract ID	Contract Descr	Supplier	Expire Dt	Contract Manager	CNTRCT TYPE	Group
99999-SPD-SPD0000161-0010	End-User Computing	HOWARD INDUSTRIES INC	6/2/2022	Garnett	Convenience	IT
99999-001-SPD0000139-0001	Enterprise Infrastructure	DELL MARKETING LP	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0002	Enterprise Infrastructure	HEWLETT PACKARD ENTERPRISE COMPA	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0003	Enterprise Infrastructure	LENOVO - UNITED STATES INC	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0004	Enterprise Infrastructure	EMC CORPORATION	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0005	Enterprise Infrastructure	NET APP INC	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0006	Enterprise Infrastructure	PURE STORAGE INC	11/8/2021	Treadway	Mandatory	IT
99999-001-SPD0000139-0007	Enterprise Infrastructure	PARAMOUNT SOFTWARE SOLUTIONS INC	11/8/2021	Treadway	Mandatory	IT
99999-SPD-ES40199400-01	Equipment Maintenance Services	RONALD E MORROW	9/30/2022	Johnson	Convenience	Services
99999-SPD-S20190913B-0001	Equipment Rental	UNITED RENTALS NORTH AMERICA INC	8/27/2022	Garnett	Conv-Consortia	Services
99999-SPD-S20190913B-0002	Equipment Rental	SUNBELT RENTALS INC	8/27/2022	Garnett	Conv-Consortia	Services
99999-SPD-S20190913B-0003	Equipment Rental	YANCY BROS CO	8/27/2022	Garnett	Conv-Consortia	Services
99999-SPD-S20210412-0002	Expedited Delivery	FEDERAL EXPRESS CORPORATION	11/27/2021	Rakestraw	Conv-Consortia	Services
99999-SPD-S20210412-001	Expedited Delivery	UNITED PARCEL SERVICE	11/27/2021	Rakestraw	Conv-Consortia	Services
99999-001-SPD0000154-0001	Facility Maintenance Solution	CGL FACILITY MANAGEMENT LLC	7/14/2022	Treadway	Convenience	Services
99999-SPD-HPS171001-0001	Food and Food Delivery Service	HPS LLC	6/23/2022	Treadway	Conv-Consortia	Goods
99999-SPD-HPS171001-0002	Food and Food Delivery Service	GORDON FOOD SERVICE	6/23/2022	Treadway	Conv-Consortia	Goods
99999-SPD-SWL180122-0003	Food and Food Delivery Service	SUTHERLANDS FOODSERVICE INC	6/23/2022	Treadway	Conv-Consortia	Goods
99999-SPD-SWL180122-0004	Food and Food Delivery Service	ACC DISTRIBUTORS INC	6/23/2022	Treadway	Conv-Consortia	Goods
99999-SPD-SWL180122-0005	Food and Food Delivery Service	CHENEY BROTHERS INC	6/23/2022	Treadway	Conv-Consortia	Goods
99999-SPD-SWL180122-0006	Food and Food Delivery Service	US FOODS INC	6/23/2022	Treadway	Conv-Consortia	Goods
99999-001-SPD0000112-0001	Fuel Card and AVL Telematics M	WEX BANK	9/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000112-0002	Fuel Card and AVL Telematics M	ILER GROUP INC	11/9/2021	Johnson	Convenience	Services
99999-SPD-G20160601-0001	GA School Buses Related Equip	YANCY BROS CO	6/30/2022	Mercier	Convenience	Goods
99999-SPD-G20160601-0002	GA School Buses Related Equip	PEACH STATE TRUCK CENTERS LLC	6/30/2022	Mercier	Convenience	Goods
99999-SPD-G20160601-0003	GA School Buses Related Equip	RUSH TRUCK CENTERS OF GEORGIA INC	6/30/2022	Mercier	Convenience	Goods
99999-SPD-20200901-0001	GENERAL CONSTRUCTION SERVICES	ALBION GENERAL CONTRACTORS INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00010	GENERAL CONSTRUCTION SERVICES	HITT CONTRACTING INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00011	GENERAL CONSTRUCTION SERVICES	HUPER OPTIK USA LP	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00012	GENERAL CONSTRUCTION SERVICES	JEWEL OF THE SOUTH, INC.	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00013	GENERAL CONSTRUCTION SERVICES	JOC CONSTRUCTION LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00014	GENERAL CONSTRUCTION SERVICES	OSPREY MANAGEMENT LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00015	GENERAL CONSTRUCTION SERVICES	PRIME CONTRACTORS INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00016	GENERAL CONSTRUCTION SERVICES	PLACE SERVICES INCORPORATED	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00018	GENERAL CONSTRUCTION SERVICES	RUBIO & SON INTERIORS	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00019	GENERAL CONSTRUCTION SERVICES	STRIKER CONTRACTING LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0002	GENERAL CONSTRUCTION SERVICES	BROWN & ROOT INDUSTRIAL SERVICES L	8/31/2024	Garnett	Conv-Consortia	Services

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99999-SPD-S20200901-00020	GENERAL CONSTRUCTION SERVICES	PARYANI REAL ESTATE LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00021	GENERAL CONSTRUCTION SERVICES	LYNN CONSTRUCTION CONTRACTING INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00022	GENERAL CONSTRUCTION SERVICES	JOHNSON-LAUX CONSTRUCTION LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00023	GENERAL CONSTRUCTION SERVICES	LICHTY COMMERCIAL CONSTRUCTION IN	8/31/2044	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00024	GENERAL CONSTRUCTION SERVICES	BAYNE DEVELOPMENT GROUP LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00027	GENERAL CONSTRUCTION SERVICES	WARD HUMPHREY INCORPORATED	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00028	GENERAL CONSTRUCTION SERVICES	UJAMAA CONSTRUCTION SE LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0003	GENERAL CONSTRUCTION SERVICES	CENTENNIAL CONTRACTORS ENTERPRISE	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-00030	GENERAL CONSTRUCTION SERVICES	THE GORDIAN GROUP	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0004	GENERAL CONSTRUCTION SERVICES	CROWN RETAIL SERVICES, INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0005	GENERAL CONSTRUCTION SERVICES	DARSEY CONSTRUCTION LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0006	GENERAL CONSTRUCTION SERVICES	ENGINEERING DESIGN TECHNOLOGIES IN	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0007	GENERAL CONSTRUCTION SERVICES	F H PASCHEN S N NIELSEN & ASSOC LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0008	GENERAL CONSTRUCTION SERVICES	GREENE & BURDETTE PROP MGNT LLC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0009	GENERAL CONSTRUCTION SERVICES	HCR CONSTRUCTION INC	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-S20200901-0026A	GENERAL CONSTRUCTION SERVICES	EQUIX HOLDINGS, INC.	8/31/2024	Garnett	Conv-Consortia	Services
99999-SPD-SPD0000167-0001	General Office Supplies	STAPLES CONTRACT & COMMERCIAL INC	3/31/2023	Johnson	Convenience	Goods
99999-SPD-SPD0000167-0002	General Office Supplies	MY GEORGIA OFFICE PRODUCTS LLC	3/31/2023	Johnson	Convenience	Goods
SWC37455-2	Generic Drugs and Pharm Distr.	CARDINAL HEALTH	10/31/2022	Johnson	Mandatory	Goods
99999-001-SPD0000157-0001	Guns and Ammunition	CLYDE ARMORY INC	1/16/2022	Rakestraw	Mandatory	Goods
99999-001-SPD0000157-0003	Guns and Ammunition	PRECISION DELTA CORPORATION	1/16/2022	Rakestraw	Mandatory	Goods
99999-001-SPD0000157-0004	Guns and Ammunition	GULF STATES DISTRIBUTORS INC	1/16/2022	Rakestraw	Mandatory	Goods
99999-001-SPD0000157-0005	Guns and Ammunition	GT DISTRIBUTORS INC	1/16/2022	Rakestraw	Mandatory	Goods
99999-001-SPD0000157-006	Guns and Ammunition	ED'S PUBLIC SAFETY INC	1/16/2022	Rakestraw	Mandatory	Goods
99999-001-SPD0000165-0001	Hospital and Medical Supplies	HENRY SCHEIN INC	6/25/2022	Johnson	Conv-Consortia	Goods
99999-001-SPD0000165-002A	Hospital and Medical Supplies	MCKESSON MEDICAL SURGICAL GOVERM	3/1/2022	Johnson	Conv-Consortia	Goods
99999-SPD-SPD0000151-0001	Hospitality and Personal Paper	SOUTHEASTERN PAPER GROUP	5/31/2022	Daniels	Mandatory	Goods
99999-001-SPD0000158-0001	Ind., Med., and Spec. Gases	AIRGAS INC	11/30/2021	Daniels	Mandatory	Goods
99999-001-SPD0000158-0002	Ind., Med., and Spec. Gases	AIR PRODUCTS AND CHEMICALS INC	10/31/2021	Daniels	Mandatory	Goods
SWC50526-4	Influenza Virus Vaccine	SANOFI PASTEUR	12/31/2021	Johnson	Mandatory	Goods
SWC50526-5	Influenza Virus Vaccine	GLAXOSMITHKLINE	12/31/2022	Johnson	Mandatory	Goods
99999-SPD-ES40199376IS-01	IN-STATE CAR RENTAL	THE HERTZ CORPORATION	9/8/2022	Mercier	Mandatory	Services
99999-SPD-ES40199376IS-02	IN-STATE CAR RENTAL	ENTERPRISE LEASING COMPANY OF GA L	9/8/2022	Mercier	Mandatory	Services
99999-SPD-G20150610	Integrated Business Sol (MMS)	GENUINE PARTS COMPANY	12/31/2021	Mercier	Convenience	IT
99999-SPD0000172-001	Integrated Security & Surveill	A 3 COMMUNICATIONS	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-002	Integrated Security & Surveill	ADAPT TO SOLVE	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-003	Integrated Security & Surveill	ALSCAN INC	4/30/2023	Daniels	Mandatory	IT

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99999-SPD0000172-004	Integrated Security & Surveill	COMTECH COMMUNICATIONS OF GA	4/30/2022	Daniels	Mandatory	IT
99999-SPD0000172-005	Integrated Security & Surveill	COOPERCRAFT COMMUNICATIONS INC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-006	Integrated Security & Surveill	DG INVESTMENT INTERMEDIATE HOLDIN	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-007	Integrated Security & Surveill	GC&E SYSTEMS GROUP INC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-008	Integrated Security & Surveill	ISO NETWORK LLC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-009	Integrated Security & Surveill	LMI SYSTEMS LLC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-010	Integrated Security & Surveill	M C DEAN INC	3/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-011	Integrated Security & Surveill	MOTOROLA SOLUTIONS INC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-012	Integrated Security & Surveill	NETPLANNER SYSTEMS INC	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-013	Integrated Security & Surveill	NETWORK CABLING INFRASTRUCTURE IN	4/30/2023	Daniels	Mandatory	IT
99999-SPD0000172-014	Integrated Security & Surveill	SOUTHERN COMPUTER WAREHOUSE INC	4/30/2023	Daniels	Mandatory	IT
99999-SPD-T20120501-0004	IT Networking Equipment	AVAYA INC	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-0006	IT Networking Equipment	CISCO SYSTEMS INC	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-0007	IT Networking Equipment	DELL MARKETING LP	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-0009	IT Networking Equipment	EXTREME NETWORKS INC	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-0010	IT Networking Equipment	F5 NETWORKS INC	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-0013	IT Networking Equipment	JUNIPER NETWORKS	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-005A	IT Networking Equipment	RUCKUS WIRELESS INC	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-011A	IT Networking Equipment	HEWLETT PACKARD ENTERPRISE COMPA	9/30/2022	Garnett	Convenience	IT
99999-SPD-T20120501-014A	IT Networking Equipment	FORTINET	9/30/2022	Garnett	Convenience	IT
99999-001-SPD0000149-0001	IT Temp Staffing	COMPUTER AID INC	2/14/2022	Daniels	Mandatory	Services
99999-SPD-SPD0000119-0001	Lamps, Ballasts, Fixtures and	VOSS ELECTRIC CO	11/30/2021	Daniels	Mandatory	Goods
99999-SPD-SPD0000119-0002	Lamps, Ballasts, Fixtures and	E SAM JONES DISTRIBUTOR INC	11/30/2021	Daniels	Mandatory	Goods
SWC90807	Law Enforcement Equipment	GENERAL SERVICES ADMINISTRATION	9/30/2050	Mercier	Convenience	Goods
99999-001-SPD0000130-0002	Liquid Propane Gas	AMERIGAS PROPANE LP	10/31/2021	Daniels	Mandatory	Goods
99999-SPD-00006328-0003	MAIL EQUIPMENT	STAMPS.COM	12/31/2021	Daniels	Mandatory	Services
99999-001-SPD0000181-0001	Maintenance Repair and Operati	W W GRAINGER INC	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0002	Maintenance Repair and Operati	FASTENAL COMPANY	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0003	Maintenance Repair and Operati	MSC INDUSTRIAL SUPPLY COMPANY	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0004	Maintenance Repair and Operati	ACUITY SPECIALTY PRODUCTS INC	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0005	Maintenance Repair and Operati	HD SUPPLY FACILITIES MAINTENANCE LT	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0006	Maintenance Repair and Operati	KIPPER TOOL COMPANY	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0007	Maintenance Repair and Operati	MILLER HARDWARE COMPANY INC	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0008	Maintenance Repair and Operati	HOME DEPOT USA INC	3/31/2023	Garnett	Convenience	Goods
99999-001-SPD0000181-0009	Maintenance Repair and Operati	LOWE ELECTRIC SUPPLY CO	3/31/2023	Garnett	Convenience	Goods
99999-SPD-SPD0000162-0001	Management Consulting Services	ACCENTURE LLP	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0002	Management Consulting Services	BERRY DUNN MCNEIL & PARKER	6/30/2022	Mercier	Convenience	Services

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99999-SPD-SPD0000162-0003	Management Consulting Services	DELOITTE CONSULTING LLP	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0004	Management Consulting Services	ERNST & YOUNG LLP	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0005	Management Consulting Services	KPMG LLP	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0006	Management Consulting Services	IKASO CONSULTING LLC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0008	Management Consulting Services	MCKINSEY & COMPANY INC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0009	Management Consulting Services	MGT OF AMERICA LLC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0012	Management Consulting Services	PUBLIC CONSULTING GROUP INC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0013	Management Consulting Services	SLALOM LLC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-0014	Management Consulting Services	THE STORES CONSULTING GROUP LLC	6/30/2022	Mercier	Convenience	Services
99999-SPD-SPD0000162-010A	Management Consulting Services	AVAAP USA LLC	6/30/2022	Mercier	Convenience	Services
99999-001-SPD0000153-0001	Management of GA Natural Gas	PHELTS,W BRENT	3/31/2022	Garnett	Convenience	Services
99999-001-SPD0000037-0002	Media Buying Services	THE INTERCONNECT GROUP	5/31/2022	Treadway	Convenience	Services
99999-SPD-T20190904-0001	Microsoft End User Computing	MICROSOFT CORPORATION	7/31/2022	Garnett	Conv-Consortia	IT
99999-001-SPD0000126-003	MILK	DFA DAIRY BRANDS FLUID LLC	5/31/2022	Daniels	Convenience	Goods
SWC90816	Motor Vehicle Maintenance & In	AUTOMOTIVE RENTALS INC	12/31/2021	Mercier	Convenience	Services
99999-001-SPD0000099-0002	Natural Gas Interruptible Deli	SCANA ENERGY	3/31/2022	Garnett	Mandatory	Goods
99999-001-SPD0000164-0001	Natural Gas: Firm Delivery Ser	GAS SOUTH LLC	12/31/2021	Garnett	Mandatory	Goods
99999-001-SPD0000164-0002	Natural Gas: Firm Delivery Ser	SCANA ENERGY	12/31/2021	Garnett	Mandatory	Goods
99999-001-SPD0000164-0003	Natural Gas: Firm Delivery Ser	INFINITE ENERGY INC	12/31/2021	Garnett	Mandatory	Goods
99999-001-SPD0000100-0002	Office, Computer and Education	AFFORDABLE INTERIOR SYSTEMS INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0003	Office, Computer and Education	AGATI INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0007	Office, Computer and Education	ARCADIA CHAIR COMPANY	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0008	Office, Computer and Education	ARTOPEX INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0009	Office, Computer and Education	AURORA STORAGE PRODUCTS INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0010	Office, Computer and Education	BLOCKHOUSE COMPANY INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0012	Office, Computer and Education	BRODART COMPANY	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0015	Office, Computer and Education	CHERRY MAN INDUSTRIES INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0017	Office, Computer and Education	COMMERCIAL FURNITURE GROUP INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0018	Office, Computer and Education	DAR RAN FURNITURE INDUSTRIES	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0019	Office, Computer and Education	DACO LIMITED PARTNERSHIP	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0021	Office, Computer and Education	DIRTT ENVIRONMENTAL SOLUTIONS INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0022	Office, Computer and Education	DITTO SALES INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0024	Office, Computer and Education	EGAN VISUAL INTERNATIONAL INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0025	Office, Computer and Education	CORONA GROUP INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0027	Office, Computer and Education	ASSA GROUP INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0028	Office, Computer and Education	ERGONOM CORPORATION	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0029	Office, Computer and Education	EXEMPLIS LLC	2/2/2022	Johnson	Convenience	Goods

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99999-001-SPD0000100-0030	Office, Computer and Education	F E HALE MFG CO	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0031	Office, Computer and Education	FAIRWAY HOLDINGS	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0032	Office, Computer and Education	GLOBAL INDUSTRIES INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0034	Office, Computer and Education	GROUPE LACASSE LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0035	Office, Computer and Education	HAWORTH INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0036	Office, Computer and Education	HERMAN MILLER INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0037	Office, Computer and Education	HI5 FURNITURE	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0039	Office, Computer and Education	HLF FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0040	Office, Computer and Education	HUMANSCALE CORPORATION	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0041	Office, Computer and Education	HYER OFFICE FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0042	Office, Computer and Education	IMF SOLUTIONS LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0043	Office, Computer and Education	INDIANA FURNITURE INDUSTRIES	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0044	Office, Computer and Education	INSCAPE	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0045	Office, Computer and Education	INTEGRA INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0046	Office, Computer and Education	WORKRITE ERGONOMICS CANADA INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0048	Office, Computer and Education	JASPER SEATING CO	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0049	Office, Computer and Education	JOHN SAVOY & SON INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0052	Office, Computer and Education	KEILHAUER LTD	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0053	Office, Computer and Education	KIMBALL INTERNATIONAL MARKETING I	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0055	Office, Computer and Education	KNOLL INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0056	Office, Computer and Education	KRUEGER INTERNATIONAL INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0057	Office, Computer and Education	KRUG FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0058	Office, Computer and Education	LEEDER FURNITURE LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0059	Office, Computer and Education	LELAND INTERNATIONAL	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0060	Office, Computer and Education	LIAT	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0062	Office, Computer and Education	MAXON FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0064	Office, Computer and Education	MEUBLES FOLIOT INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0066	Office, Computer and Education	MJ INDUSTRIES INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0067	Office, Computer and Education	MOBILER DE BUREAU LOGIFLEX INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0068	Office, Computer and Education	MODUFORM INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0069	Office, Computer and Education	NATIONAL OFFICE FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0070	Office, Computer and Education	NEUTRAL POSTURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0071	Office, Computer and Education	NEW ENGLAND WOODCRAFT INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0072	Office, Computer and Education	NOVA SOLUTIONS	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0073	Office, Computer and Education	ALLSEATING CORPORATION	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0074	Office, Computer and Education	OFFICE MASTER INC.	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0075	Office, Computer and Education	OFS BRANDS INC	2/2/2022	Johnson	Convenience	Goods

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99999-001-SPD0000100-0076	Office, Computer and Education	PALMER HAMILTON LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0078	Office, Computer and Education	R T LONDON COMPANY	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0079	Office, Computer and Education	SEATING INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0080	Office, Computer and Education	SICO NORTH AMERICA	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0081	Office, Computer and Education	SMITH SYSTEM	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0082	Office, Computer and Education	SOUTHWEST CONTRACT INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0083	Office, Computer and Education	SPACESAVER STORAGE SYSTEMS INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0084	Office, Computer and Education	SPEC FURNITURE	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0085	Office, Computer and Education	STEELCASE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0086	Office, Computer and Education	SYMPHONY FURNITURE LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0087	Office, Computer and Education	TEKNION LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0088	Office, Computer and Education	THE ALLSTEEL COMPANY INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0090	Office, Computer and Education	THE GUNLOCKE COMPANY LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0091	Office, Computer and Education	THE HON COMPANY INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0092	Office, Computer and Education	TRENDWAY CORPORATION	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0093	Office, Computer and Education	TRINITY FURNITURE INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0096	Office, Computer and Education	VIRCO INC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0098	Office, Computer and Education	WRIGHT LINE LLC	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-0099	Office, Computer and Education	SAUDER MANUFACTURING CO	2/2/2022	Johnson	Convenience	Goods
99999-001-SPD0000100-063M	Office, Computer and Education	SAFCO PRODUCTS INC	2/2/2022	Johnson	Convenience	Goods
99999-SPD-SPD0000096-0001	Offset Printing and Related Se	R R DONNELLEY & SONS	4/30/2022	Daniels	Convenience	Services
99999-SPD-ES40199376LS-01	OPEN & CLOSED VEHICLE LEASING	ACME AUTO LEASING LLC	9/20/2022	Daniels	Mandatory	Services
99999-001-SPD0000144-0001	Paint- Interior / Exterior and	SHERWIN WILLIAMS CO	9/30/2021	Daniels	Mandatory	Goods
99999-001-SPD0000128-0002	Petroleum: Gasoline, Diesel, H	MANSFIELD OIL COMPANY INC	12/31/2021	Treadway	Mandatory	Goods
99999-001-SPD0000128-0003	Petroleum: Gasoline, Diesel, H	BOSWELL OIL COMPANY	12/31/2021	Treadway	Mandatory	Goods
99999-001-SPD0000128-0004	Petroleum: Gasoline, Diesel, H	PS ENERGY GROUP INC	12/31/2021	Treadway	Mandatory	Goods
99999-001-SPD0000128-0005	Petroleum: Gasoline, Diesel, H	ACREE OIL COMPANY	12/31/2021	Treadway	Conv-Consortia	Goods
99999-001-SPD0000128-001A	Petroleum: Gasoline, Diesel, H	PERRY BROTHERS OIL INC	12/31/2021	Treadway	Mandatory	Goods
99999-SPD-ES40199409-0001	Police Pursuit Vehicles	AKINS FORD LLC	8/15/2022	Mercier	Mandatory	Goods
99999-SPD-ES40199409-0002	Police Pursuit Vehicles	HARDY CHEVROLET INC	8/15/2022	Mercier	Mandatory	Goods
99999-SPD-ES40199409-0003	Police Pursuit Vehicles	WADE FORD INC	8/15/2022	Mercier	Mandatory	Goods
99999-SPD-00006328-0001	Postage Services/Equipment	PITNEY BOWES INC	12/31/2021	Daniels	Mandatory	Services
99999-SPD-00006328-0002	Postage Services/Equipment	QUADIENT INC	12/31/2021	Daniels	Mandatory	Services
99999-SPD-SPD0000137-0001	Printers, MFPs and Related Tec	SHARP ELECTRONICS CORPORATION	6/30/2022	Rakestraw	Mandatory	IT
99999-SPD-SPD0000137-0002	Printers, MFPs and Related Tec	RICOH USA INC	6/30/2022	Rakestraw	Mandatory	IT
99999-SPD-SPD0000137-0003	Printers, MFPs and Related Tec	TOSHIBA AMERICA BUSINESS SOLUTIONS	6/30/2022	Rakestraw	Mandatory	IT
99999-SPD-SPD0000137-0004	Printers, MFPs and Related Tec	XEROX CORPORATION	6/30/2022	Rakestraw	Mandatory	IT

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99999-SPD-SPD0000137-0005	Printers, MFPs and Related Tec	CANON USA INC	6/30/2022	Rakestraw	Mandatory	IT
99999-SPD-G05292020	Professional Grade Tools	IDSC HOLDING LLC	12/21/2021	Johnson	Conv-Consortia	Goods
99999-001-SPD0000138-0001	Public Mass Transit and Transp	THE BUS CENTER OF ATLANTA LLC	12/13/2021	Mercier	Mandatory	Goods
99999-001-SPD0000138-0002	Public Mass Transit and Transp	ALLIANCE BUS GROUP INC	10/31/2021	Mercier	Mandatory	Goods
99999-001-SPD0000138-0003	Public Mass Transit and Transp	CREATIVE BUS SALES INC	12/13/2021	Mercier	Mandatory	Goods
99999-SPD-NVPWA06913-0002	Public Safety Two-Way Radio	E F JOHNSON COMPANY	6/30/2022	Treadway	Conv-Consortia	Goods
99999-SPD-NVPWA06913-0001	Public Safety Two-Way Radios	BK TECHNOLOGIES INC	6/30/2022	Treadway	Conv-Consortia	Goods
99999-SPD-NVPWA06913-0003	Public Safety Two-Way Radios	HARRIS CORPORATION	6/30/2022	Treadway	Conv-Consortia	Goods
99999-SPD-NVPWA06913-0004	Public Safety Two-Way Radios	MOTOROLA SOLUTIONS INC	6/30/2022	Treadway	Conv-Consortia	Goods
99999-SPD-NVPWA06913-0005	Public Safety Two-Way Radios	SECOM SYSTEMS INC	6/30/2022	Treadway	Conv-Consortia	Goods
99999-SPD-NVPPAOK000-0001	Public Safety Video Systems	WATCHGUARD INC	1/31/2022	Daniels	Conv-Consortia	IT
99999-SPD-NVPPAOK000-0002	Public Safety Video Systems	APPLIED CONCEPTS INC	1/31/2022	Daniels	Conv-Consortia	IT
99999-SPD-NVPPAOK000-0003	Public Safety Video Systems	AXON ENTERPRISE INC	1/31/2022	Daniels	Conv-Consortia	IT
99999-SPD-NVPPAOK000-0004	Public Safety Video Systems	COBAN RESEARCH AND TECHNOLOGIES	1/31/2022	Daniels	Conv-Consortia	IT
99999-SPD-SPD0000124-0001	Purchasing, Travel and Electro	BANK OF AMERICA NA	10/31/2021	Hall	Mandatory	Services
99999-SPD-SPD0000108-0001	Rapid Copy and Digital Printin	MOORE PARTNERS INC	2/28/2022	Daniels	Convenience	Services
99999-001-SPD0000095-0001	Security Service, Armed and Un	DYNAMIC SECURITY INC	10/31/2021	Treadway	Mandatory	Services
99999-001-SPD0000095-0002	Security Service, Armed and Un	CONFIDENTIAL SECURITY AGENCY INC	10/31/2021	Treadway	Mandatory	Services
99999-SPDS20200501-DOD1	Security Services	STRATEGIC SECURITY CORP	6/14/2026	Treadway	Mandatory	Services
99999-SPDS20200501-DOD2	SECURITY SERVICES	DYNAMIC SECURITY INC	6/14/2026	Treadway	Mandatory	Services
99999-SPD-SPD0000178-SOG1	Security Services - Armed & Un	UNIVERSAL PROTECTION SERVICE LLC	8/14/2026	Treadway	Mandatory	Services
99999-SPD-SPD0000178-SOG2	Security Services - Armed & Un	DYNAMIC SECURITY INC	8/14/2026	Treadway	Mandatory	Services
99999-SPD-SPD0000178-SOG3	Security Services - Armed & Un	STRATEGIC SECURITY CORP	8/14/2026	Treadway	Mandatory	Services
99999-SPD-SPD0000178-SOG4	Security Services - Armed & Un	CONFIDENTIAL SECURITY AGENCY INC	8/14/2026	Treadway	Mandatory	Services
99999-SPD-SPD0000060-006A	Software Category 4 Oracle	DELL MARKETING LP	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0001	Statewide Contracts for Softwa	IBM CORPORATION	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0002	Statewide Contracts for Softwa	PRESIDIO NETWORKED SOLUTIONS	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0003	Statewide Contracts for Softwa	SHI INTERNATIONAL CORP	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0004	Statewide Contracts for Softwa	CDW GOVERNMENT LLC	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0005	Statewide Contracts for Softwa	PC SPECIALISTS INC	4/30/2022	Treadway	Mandatory	IT
99999-SPD-SPD0000060-0006	Statewide Contracts for Softwa	DELL MARKETING LP	4/30/2022	Treadway	Mandatory	IT
SWCDAS0000082	Statewide Substance Abuse Prog	FIRST HOSPITAL LABORATORIES INC	2/28/2022	Daniels	Convenience	Services
99999-001-SPD0000138-0004	Supplemental Public Mass Trans	TRANSPORTATION EQUIPMENT SALES CO	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000138-0006	Supplemental Public Mass Trans	MOTOR COACH INDUSTRIES	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000138-0007	Supplemental Public Mass Trans	PROTERRA INC	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000138-0008	Supplemental Public Mass Trans	BYD MOTORS LLC	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000138-001A	Supplemental Public Mass Trans	THE BUS CENTER OF ATLANTA LLC	6/30/2022	Mercier	Mandatory	Goods

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99999-001-SPD0000138-002A	Supplemental Public Mass Trans	ALLIANCE BUS GROUP INC	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000138-003A	Supplemental Public Mass Trans	CREATIVE BUS SALES INC	6/30/2022	Mercier	Mandatory	Goods
99999-001-SPD0000136-0001	Temporary Staffing Services-St	FOCUS OF GEORGIA INC	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0002	Temporary Staffing Services-St	ARK TEMPORARY STAFFING LLC	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0003	Temporary Staffing Services-St	HAPPY FACES PERSONNEL GROUP INC	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0004	Temporary Staffing Services-St	NITELINES USA	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0005	Temporary Staffing Services-St	SHAGA CONSULTING & RECRUITING	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0006	Temporary Staffing Services-St	ABACUS CORPORATION	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0007	Temporary Staffing Services-St	DOVER STAFFING INC	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0008	Temporary Staffing Services-St	CORPORATE TEMPS 2000	6/30/2022	Johnson	Mandatory	Services
99999-001-SPD0000136-0009	Temporary Staffing Services-St	INGENESIS INC	6/30/2022	Johnson	Mandatory	Services
99999-SPD-SPD0000021-0001	Tier 1 Audio Visual Products a	ONEPATH SYSTEMS LLC	4/30/2022	Daniels	Mandatory	IT
99999-SPD-SPD0000021-0003	Tier 1 Audio Visual Products a	AUDIO VISUAL INNOVATIONS INC	4/30/2022	Daniels	Mandatory	IT
99999-SPD-SPD0000021-0004	Tier 1 Audio Visual Products a	TROXELL COMMUNICATIONS INC	4/30/2022	Daniels	Mandatory	IT
99999-SPD-SPD0000021-0005	Tier 1 Audio Visual Products a	SOUTHERN COMPUTER WAREHOUSE INC	4/30/2022	Daniels	Mandatory	IT
99999-001-SPD0000116-0001	TIRES, TUBES AND RETREAD TIRES	MICHELLIN	3/31/2022	Treadway	Mandatory	Goods
99999-001-SPD0000116-0002	TIRES, TUBES AND RETREAD TIRES	CONTINENTAL TIRE THE AMERICAS	3/31/2022	Treadway	Mandatory	Goods
99999-001-SPD0000116-0003	TIRES, TUBES AND RETREAD TIRES	THE GOODYEAR TIRE & RUBBER COMPAI	3/31/2022	Treadway	Mandatory	Goods
99999-001-SPD0000116-0005	TIRES, TUBES AND RETREAD TIRES	BRIDGESTONE AMERICAS TIRE OPERATIC	3/31/2022	Treadway	Mandatory	Goods
99999-001-SPD0000177-0032	Tractors and Mowers	MARLIN HOLDINGS 2, LLC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0033	Tractors and Mowers	BUSH HOG, INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0001	Tractors and Mowers	TOCCOA HARDWARE, INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0002	Tractors and Mowers	JET-VAC EQUIPMENT COMPANY LLC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0003	Tractors and Mowers	FELSHAW CAPITAL VENTURES INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0004	Tractors and Mowers	GREAT PLAINS MANUFACTURING INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0005	Tractors and Mowers	CNH INDUSTRIAL AMERICA LLC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0006	Tractors and Mowers	ATLANTA KUBOTA LLC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0007	Tractors and Mowers	ALAMO GROUP (TX) INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0008	Tractors and Mowers	WESTOVER LAWN AND GARDEN PROPER	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0009	Tractors and Mowers	ENVIRONMENTAL PRODUCTS GROUP INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0010	Tractors and Mowers	CLARK EQUIPMENT COMPANY	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0011	Tractors and Mowers	JOHN DEERE SHARED SERVICES INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0012	Tractors and Mowers	REYNOLDS-WARREN EQUIPMENT CO INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0013	Tractors and Mowers	ASCENDUM MACHINERY INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0014	Tractors and Mowers	JERRY PATE TURF & IRRIGATION INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0015	Tractors and Mowers	LANIER OUTDOOR EQUIPMENT INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0016	Tractors and Mowers	ATLANTIC & SOUTHERN EQUIPMENT	5/31/2023	Mercier	Mandatory	Goods

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99999-001-SPD0000177-0017	Tractors and Mowers	ARIENS COMPANY	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0018	Tractors and Mowers	STANANCO INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0019	Tractors and Mowers	MORIDGE MANUFACTURING INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0020	Tractors and Mowers	MASON TRACTOR AND EQUIPMENT CO	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0021	Tractors and Mowers	COWIN EQUIPMENT COMPANY	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0022	Tractors and Mowers	G J & L INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0023	Tractors and Mowers	FLINT EQUIPMENT CO INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0024	Tractors and Mowers	YANCY BROS CO	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0025	Tractors and Mowers	MARION FORD TRACTOR	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0026	Tractors and Mowers	DEERE & COMPANY	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0027	Tractors and Mowers	THE HALL GROUP INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0029	Tractors and Mowers	AGCO CORPORATION	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0030	Tractors and Mowers	ATMAX EQUIPMENT CO	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0031	Tractors and Mowers	HUSQVARNA PROFESSIONAL PRODUCTS	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0034	Tractors and Mowers	GREEN CLIMBER OF NORTH AMERICA INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000177-0035	Tractors and Mowers	ENERGREEN AMERICA INC	5/31/2023	Mercier	Mandatory	Goods
99999-001-SPD0000134-0001	Translation, Interpretation, &	INTERPRETERS UNLIMITED	10/29/2022	Johnson	Convenience	Services
99999-001-SPD0000134-0002	Translation, Interpretation, &	LIONBRIDGE TECHNOLOGIES INC	10/29/2021	Johnson	Convenience	Services
99999-001-SPD0000134-0003	Translation, Interpretation, &	AD ASTRA INC	10/29/2021	Johnson	Convenience	Services
99999-SPD-SPD0000155-0001	Truck Chassis and Bodies	RUSH TRUCK CENTERS OF GEORGIA INC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0002	Truck Chassis and Bodies	GEORGIA KENWORTH INC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0003	Truck Chassis and Bodies	HARDY CHEVROLET INC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0004	Truck Chassis and Bodies	AKINS FORD LLC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0005	Truck Chassis and Bodies	FAMILY FORD INC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0006	Truck Chassis and Bodies	WADE FORD INC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-SPD0000155-0007	Truck Chassis and Bodies	PEACH STATE TRUCK CENTERS LLC	8/31/2022	Mercier	Mandatory	Goods
99999-SPD-G20200612-001A	Vaccines Distribution, Includi	MCKESSON MEDICAL SURGICAL GOVERM	12/31/2022	Johnson	Conv-Consortia	Goods
99999-SPD-G20200612-0002	Vaccines Including Influenza	FFF ENTERPRISES INC	12/31/2022	Johnson	Conv-Consortia	Goods
99999-SPD-G20200612-0003	Vaccines Including Influenza	ASD SPECIALTY HEALTHCARE INC	12/31/2022	Johnson	Conv-Consortia	Goods
SWC90817-001A	Vehicle Lifts NJPA	MOHAWK LIFTS LLC	2/24/2022	Johnson	Convenience	Goods

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on February 14, 2023.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:

Susan Bartholomew

Meeting Date:

28/02/2023

Reviewed By:

Jessica O'Connor

ATTACHMENTS:

02-14-23 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, FEBRUARY 14, 2023

Mayor Doug Hollberg presided, convening the meeting at 6 p.m. Commissioners attending included Cynthia Ward, Cora Flowers, David Brock, Truman Tinsley and Rodney McCord. Also present were City Manager, Jessica Whatley O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Commissioner Holly Murray was absent.

Call to order .....Mayor Hollberg
Pledge of Allegiance ..... Commissioner McCord
Invocation ..... Commissioner Tinsley

Approval of Agenda

Motion/second to approve the Agenda by Commissioners Tinsley/Brock carried 6-0.

PRESENTATIONS/DELEGATIONS

1. Recognize Jeremy Kenway, Stormwater Department Superintendent, as the Calendar Year 2022 Strongest Link in the Chain award recipient. *Director of Stormwater, Brice Martin, and Environmental Tech, Ariel Blanton, will address.*

   Brice Martin and Ariel Blanton addressed the Commissioners. Mr. Martin stated that he is proud to have Mr. Kenway receive this annual award, noting that he has changed the culture in Stormwater. Ms. Blanton affirmed the culture has changed, continuing that Mr. Kenway cares about the future of projects and is always looking for ways to work more efficiently.

   Mayor Hollberg stated that Mr. Kenway has joined good company with those employees who have been named Annual Strongest Link.

2. Recognize Police Officer Nicholas Hoard, as the January 2023 Strongest Link in the Chain award recipient. *Chief Mike Yates will address.*

   Sgt. Adam Trammel addressed the Commissioners, stating that Nicholas Hoard is always happy and enthusiastic at work, and he is dedicated to his job and the citizens of Griffin. During the aftermath of the tornado, Officer Hoard found a lady trapped in her home. A tree had pinned her to her sofa, and she was unable to move. Officer Hoard climbed through a window and risked his own safety to help the woman. There were no tools, so the officers used a pocket knife to cut away a piece of the sofa so that the lady could be moved. The house was unstable, and the roof could have collapsed at any moment. Sgt. Trammel concluded by stating that Officer Hoard is a good co-worker.

   Officer Hoard stated that when he became a police officer, he never thought someone would call him a hero. He thanked the Commissioners.

3. Presentation of proclamation declaring February 17, 2023 to be Arbor Day 2023 in Griffin, Georgia.

   Mayor Hollberg presented the proclamation to Brice Martin, Alexa Robinson, Gibb Cotton, and Carla Rapp, all with the City of Griffin Environmental Council.

4. Presentation of Proclamation declaring February to be Black History Month.

   Commissioner Flowers presented the proclamation to Sharon King and Yoshunda Jones.

   Dr. Jones thanked the City Commissioners for issuing the proclamation each year, noting that Black History can't be fully celebrated because it is confined to one month.

5. Discuss Griffin-Spalding County Comprehensive Transportation Plan update. *Daniel Dobry, Croy Engineering, will address*.

Dan Dobry with Croy Engineering addressed the Commissioners regarding the Comprehensive Transportation Plan. He briefly described the process, noting that Croy Engineering spent time assessing existing conditions and sought public engagement. The citizens were asked what they wanted to see in the City and County with regard to transportation.

6. Review financial reports for December 2022. *City Manager, Jessica O'Connor, will address.*

   Ms. O'Connor addressed the Commissioners stating that at the half way point of the fiscal year, operating revenues are at 51.02% of budget, property tax collections are at 89% of budget, and operating expenses are at 39.2% of budget.

CITIZEN COMMENTS

At this time, the Chairperson opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Commission meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Chairperson reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

Sharon King, 143 Cumberland Road, gave formal notice of her resignation from the Griffin Spalding County Land Bank Authority.

CONSENT AGENDA

7. Consider a contract with Otis Elevator Company, lowest bidder, in the amount of $10,800.00 annually for elevator maintenance of three elevators located at One Griffin Center and one elevator located at Historic City Hall. *Public Works Director, Mariza Eller, will address.*

8. Consider the continuation of environmental monitoring services provided by Terracon Consultants (GEC) in the amount of $6,000.00 to provide data evaluation, statistical analysis, and EPD reporting services for the Shoal Creek Landfill. *Director of Solid Waste, Todd Ennis will address.*

9. Consider the purchase of (100) 71W Caretakers LED Lights in the amount of $10,900, (20) 213W 4-Cube Galleon LED Lights in the amount of $16,300, (5) 321 W 6-Cube Galleon LED Lights-Mast Arms in the amount of $4,525 and (200) LED photo controls in the amount of $3,400 for a total of $35,125 from Gresco Utility Supply, Inc., Sole Source. *Electric Director, Jennifer Freeman, will address.*

10. Consider Administrative Services Agreement with Meritain Health, Inc. for the processing of healthcare claims incurred during the term for covered employees on the City of Griffin's Health Plan effective July 1, 2022. *Human Resources Director, Stephanie Woods, will address.*

Motion/second to approve the Consent Agenda by Commissioners Tinsley/Ward carried 6-0.

REGULAR AGENDA

The Regular Agenda includes items on which the Commission will individually consider and possibly take action.

11. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meeting on January 24, 2023.

Motion/second to approve the minutes of the City of Griffin Board of Commissioners' Regular Meeting on January 24, 2023 by Commissioners Tinsley/Brock carried 5-0-1.

Commissioner Flowers abstained as she did not attend the meeting.

12. Lift from the table and appoint members to the City Board of Ethics, Districts 2 (Commissioner Flowers) and 3 (Commissioner Murray), per Code of Griffin Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS.

    Motion/second to lift from the table and appoint members to the City Board of Ethics, Districts 2 (Commissioner Flowers) and 3 (Commissioner Murray), per Code of Griffin Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS by Commissioners Flowers/Ward carried 6-0.

    Appointed: Lawanda Coggins appointed by Commissioner Flowers for a one-year term to expire 12-31-2023.

    Motion/second to table appointment of member to the City Board of Ethics, District 3 (Commissioner Murray), per Code of Griffin Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS by Commissioners Tinsley/Brock carried 6-0.

13. Lift from the table and appoint a member to the Planning and Zoning Board for a three-year term to District 2 to succeed Fetilda Dukes whose term expired 12/31/22.

    Motion/second to lift from the table and appoint a member to the Planning and Zoning Board for a three-year term to District 2 to succeed Fetilda Dukes whose term expired 12/31/22 by Commissioners Flowers/Brock carried 6-0.

    Appointed: Kenda Amin appointed by Commissioner Flowers for a three-year term set to expire 12-31-2025.

14. Consider revisions to the Citywide and pertinent departmental organizational charts. *Human Resources Director, Stephanie Woods, will address.*

    Ms. Woods addressed the Commissioners, noting that the revisions correct inconsistencies and typographical errors. She stated that Staff has worked diligently on the organizational chart so that it matches our positions and payroll. Commissioner Flowers asked about the orange boxes on the chart. Ms. Woods stated those represent positions that have been unfunded for this budget year. Ms. O'Connor added that, in order to fund the compensation study, Staff unfunded some positions for the remainder of the fiscal year. Commissioner Flowers asked if there is any actual structural change to the chart, and Ms. Woods answered no. In a previous meeting the Board approved the dissolution of the Department of Administrative Services, replacing it with three departments: IT, Human Resources and Finance. This chart reflects the structure of those three departments. Ms. O'Connor stated that the Municipal Court Administrator now reports to the Staff Attorney.

    Motion/second to approve revisions to the Citywide and pertinent departmental organizational charts by Commissioners Tinsley/Brock carried 6-0.

15. Consider the adoption of the 2023 Griffin-Spalding County Comprehensive Transportation Plan update as published by Croy Engineering. *Public Works Director, Mariza Eller, will address.*

    Motion/second to approve the adoption of the 2023 Griffin-Spalding County Comprehensive Transportation Plan update as published by Croy Engineering by Commissioners Ward/Tinsley carried 6-0.

16. Consider an agreement with ForeUP and Stripe for online T-Sheets, golf point of sale software, email/text marketing and credit card processing in the amount of $8,000.00 annually, with a one-time set-up charge of $450.00 for the City of Griffin golf course. *Chief Technology Officer, Gibb Cotton, will address*.

    Motion/second to approve an agreement with ForeUP and Stripe for online T-Sheets, golf point of sale software, email/text marketing and credit card processing in the amount of $8,000.00 annually, with a one-time set-up charge of $450.00 for the City of Griffin golf course by Commissioners Brock/Ward carried 6-0.

17. Consider a proposal from Tetra Tech, Inc, through a previously approved Master Services Agreement, in the amount of $125,940.00 for updating the City's Watershed Protection Plans. *Director of Stormwater, Brice Martin, will address.*

    Motion/second to approve a proposal from Tetra Tech, Inc, through a previously approved Master Services Agreement, in the amount of $125,940.00 for updating the City's Watershed Protection Plans by Commissioners Ward/Brock carried 6-0.

18. Consider Resolution approving the standardized form of a License Agreement for stormwater maintenance for purposes of acquiring future licenses to enter private property in order to inspect, maintain, repair, and/or replace stormwater infrastructure and further authorizing the Mayor, Secretary to the Commission, and City Attorney to execute future license agreements of this form as binding contracts. *Director of Stormwater, Brice Martin, will address.*

    Ms. O'Connor addressed the Commissioners stating that Items 18-24 are all storm related, and not "normal" business. For instance, the license agreements are agreements we have always executed, but because we are working with FEMA, Staff felt it best that the Board approve the form of the agreement. The Mayor, City Manager and City Attorney will execute. The contractor agreements are for storm work done in conjunction with Electric. The emergency procurements are all storm related. The amendment to the SDR LLC contract will allow SDR to continue to remove debris and provide management services, related to storm cleanup.

    On Monday, February 13, 2023, Planning & Development mailed a nuisance letter specifically addressing unsafe conditions for approximately 270 structures in the City. These are the structures that are tagged with the red and yellow placards. The City is asking that a plan of action for these structures be submitted to the City by March 1, 2023. This date will help the City meet the FEMA deadline of mid-March. Staff is concerned that citizens are not utilizing the FEMA services. Citizens must go to the disaster recovery center. Additionally, there has been some confusion as to what the City can provide in assistance. The City cannot provide assistance for individuals; this must be done through FEMA. The City's infrastructure costs were approved for reimbursement on Monday, February 13, 2023. Staff has a recovery scoping meeting with FEMA and GEMA on Thursday, February 16, 2023. A long-term recovery group will be funded through the Spalding Collaborative. The money that was donated will be administered through Spalding Collaborative, and that amount is approximately $80,000.

    Commissioners Flowers asked if there was any monetary component to the license agreement, and Ms. O'Connor answered no. The agreement gives the City the ability to enter private property to access its infrastructure. Commissioner Flowers asked if there is a consequence for an individual who refuses to execute the agreement. Ms. O'Connor answered that there could be a potential issue with the individual's property if the infrastructure is not maintained. Ms. Carden stated that if a citizen revokes the license, the City can no longer access the property. She noted these license agreements are similar to the burial rights agreement for the cemetery. Rather than having the Board approve each agreement, Staff is asking the Board to approve the standardized form. Commissioner Flowers asked about potential damage to the property during the City's work. Ms. O'Connor stated that the agreement addresses this issue, and the City is required to restore the property to its previous condition. Commissioner Flowers asked if the City gives notice to a property owner when we are planning to work on the property. Ms. Carden answered that the agreement states that the City must provide reasonable notice, and the property owner must provide reasonable access.

    Motion/second to approve a Resolution approving the standardized form of a License Agreement for stormwater maintenance for purposes of acquiring future licenses to enter private property in order to inspect, maintain, repair, and/or replace stormwater infrastructure and further authorizing the Mayor, Secretary to the Commission, and City Attorney to execute future license agreements of this form as binding contracts by Commissioners Ward/Flowers carried 6-0.

19. Consider Resolution approving the standardized form of a License Agreement for water/wastewater maintenance for purposes of acquiring future licenses to enter private property in order to inspect, maintain, repair, and/or replace water/wastewater infrastructure and further authorizing the Mayor, Secretary to the Commission, and City Attorney to execute future

license agreements of this form as binding contracts. *Director of Water/Wastewater, Brandon Lewis, will address.*

Motion/second to approve a Resolution approving the standardized form of a License Agreement for water/wastewater maintenance for purposes of acquiring future licenses to enter private property in order to inspect, maintain, repair, and/or replace water/wastewater infrastructure and further authorizing the Mayor, Secretary to the Commission, and City Attorney to execute future license agreements of this form as binding contracts by Commissioners Ward/Flowers carried 6-0.

20. Consider a retroactive Emergency Electrical Contractor Service Agreement between the City of Griffin and Deep South Utility Services, LLC effective January 12, 2023 for electric storm restoration. *Electric Director, Jennifer Freeman will address.*

    Motion/second to approve a retroactive Emergency Electrical Contractor Service Agreement between the City of Griffin and Deep South Utility Services, LLC effective January 12, 2023 for electric storm restoration by Commissioners Ward/Hollberg carried 6-0.

21. Consider a retroactive Emergency Electrical Contractor Service Agreement between the City of Griffin and U-TEC Construction Inc. effective January 12, 2023 for electric storm restoration. *Electric Director, Jennifer Freeman will address.*

    Motion/second to approve a retroactive Emergency Electrical Contractor Service Agreement between the City of Griffin and U-TEC Construction Inc. effective January 12, 2023 for electric storm restoration by Commissioners Ward/Tinsley carried 6-0.

22. Consider resolution per Sec. 2-190, Emergency Procurement, retroactively ratifying and approving all purchases of equipment and materials from Gresco Utility Services, Inc. related to temporary and permanent emergency repairs of the City's electrical system necessitated by damage sustained during the January 12, 2023 tornado disaster, including all materials and supplies set forth within the following Purchase Orders, more specifically described in Exhibit A to the Resolution: PO 23-0272 in the amount of $50,496.00; PO 23-0273 in the amount of $45,399.50; PO 23-0274 in the amount of $48,000.00; PO 23-0275 in the amount of $50,225.00; PO 23-0276 in the amount of $64,661.00; PO 23-0277 in the amount of $85,615.50; PO 23-0279 in the amount of $27,650.00; PO 23-0294 in the amount of $47,131.00; and PO 23-0295 in the amount of $64,423.15. *Electric Director, Jennifer Freeman, will address*.

    Motion/second to approve resolution per Sec. 2-190, Emergency Procurement, retroactively ratifying and approving all purchases of equipment and materials from Gresco Utility Services, Inc. related to temporary and permanent emergency repairs of the City's electrical system necessitated by damage sustained during the January 12, 2023 tornado disaster, including all materials and supplies set forth within the following Purchase Orders, more specifically described in Exhibit A to the Resolution: PO 23-0272 in the amount of $50,496.00; PO 23-0273 in the amount of $45,399.50; PO 23-0274 in the amount of $48,000.00; PO 23-0275 in the amount of $50,225.00; PO 23-0276 in the amount of $64,661.00; PO 23-0277 in the amount of $85,615.50; PO 23-0279 in the amount of $27,650.00; PO 23-0294 in the amount of $47,131.00; and PO 23-0295 in the amount of $64,423.15 by Commissioners Ward/Flowers carried 6-0.

23. Consider resolution per Sec. 2-190, Emergency Procurement, retroactively ratifying and approving all purchases of equipment and materials from Stuart C. Irby Co. related to temporary and permanent emergency repairs of the City's electrical system necessitated by damage sustained during the January 12, 2023 tornado disaster, including all materials and supplies set forth within the following Purchase Orders, more specifically described in Exhibit A to the Resolution: PO 23-0270 in the amount of $60,761.69; PO 23-0271 in the amount of $38,470.00 ; PO 23-0278 in the amount of $45,900.00. *Electric Director, Jennifer Freeman, will address.*

    Motion/second to approve a resolution per Sec. 2-190, Emergency Procurement, retroactively ratifying and approving all purchases of equipment and materials from Stuart C. Irby Co. related to temporary and permanent emergency repairs of the City's electrical system necessitated by damage sustained during the January 12, 2023 tornado disaster, including all materials and supplies set forth within the following Purchase Orders, more specifically described in Exhibit A to the Resolution: PO 23-0270 in the amount of $60,761.69; PO 23-0271

in the amount of $38,470.00 ; PO 23-0278 in the amount of $45,900.00 by Commissioners Ward/Tinsley carried 6-0.

24. Consider Amendment to Emergency Contract Agreement with Southern Disaster Recovery LLC (SDR) amending and supplementing the Emergency Contract for debris removal and management services dated January 14, 2023. *Staff Attorney, Kelsey Carden, will address.*

    Motion/second to approve Amendment to Emergency Contract Agreement with Southern Disaster Recovery LLC (SDR) amending and supplementing the Emergency Contract for debris removal and management services dated January 14, 2023 by Commissioners Ward/Hollberg carried 6-0.

25. Consider a resolution revising fees for certain services rendered through the various departments of the City of Griffin and authorize the necessary amendments to the Fee Schedule to reflect those changes. *City Manager, Jessica O'Connor, will address.*

    Motion/second to approve Amendment to Emergency Contract Agreement with Southern Disaster Recovery LLC (SDR) amending and supplementing the Emergency Contract for debris removal and management services dated January 14, 2023 by Commissioners Ward/Hollberg carried 6-0 by Commissioners Tinsley/Brock carried 6-0.

26. Consider an Ante Litem Notice, dated January 25, 2023 from The Strong Law Firm asserting a claim on behalf of Hartley and Kennita Combee for property damage to their residence at 1810 Abbey Road, Griffin, GA. *City Attorney, Drew Whalen, will address.*

    Motion/second to deny an Ante Litem Notice, dated January 25, 2023 from The Strong Law Firm asserting a claim on behalf of Hartley and Kennita Combee for property damage to their residence at 1810 Abbey Road, Griffin, GA. by Commissioners Tinsley/Brock carried 5-1. Commissioner McCord voted against denial of the claim.

27. Consider Executive Session pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property and pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved.

    Motion/second to enter closed session at 6:56 p.m. pursuant to O.C.G.A. Section 50-14-3(b)(1)(B) for the purpose of authorizing negotiations to purchase, dispose of, or lease property and pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting and meeting with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved by Commissioners Tinsley/McCord carried 6-0.

    Motion/second to re-enter open meeting at 7:07 p.m. by Commissioners Brock/Tinsley carried 6-0.

CITY MANAGER'S REPORT

The City Manager will update the Commission on pending items, upcoming workshops, meetings, conferences and other pertinent issues.

1. Ms. O'Connor congratulated the annual Strongest Link, Jeremy Kenway and the January 2023 Strongest Link, Nicholas Hoard. It is always good to celebrate the City's employees.
2. Eight hundred trees were donated to the City to give away for Arbor Day. Staff will be at the Flint River Regional Library in Griffin on Friday, February 17, 2023 from 12 p.m. to 3 p.m. distributing the trees.

COMMISSIONER COMMENTS

Commissioners will provide updates regarding issues of interest from their respective districts and/or committee reports.

Ward: No comment.

Flowers: Commissioner Flowers thanked the Board for its support of the Black History Month proclamation and acknowledged her agreement with Dr. Jones that one month is not enough to celebrate the contributions and accomplishments of African Americans.

Murray: Absent

Brock: No comment.

Tinsley: No comment.

McCord: Commissioner McCord wished all a Happy Valentine's Day and thanked Staff and the City Manager for continuing to educate the public about the City's limitations in rendering assistance to citizens. He reiterated that citizens need to visit FEMA's Disaster Recovery Center and fill out forms for reimbursement of storm damage. FEMA is trying to spend the money that has been allocated for our area. Please get the word out through your churches and schools.

Hollberg: Mayor Hollberg thanked guests and staff for attending the meeting. He stated that he continues to get words of encouragement from the community in regard to the storm and its aftermath. He wished all a Happy Valentine's Day.

ADJOURN

Motion/second to adjourn at 7:07 p.m. by Commissioners Flowers/Tinsley carried 6-0.

Respectfully Submitted:

Douglas S. Hollberg, Mayor	Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Lift from the table and appoint member to the City Board of Ethics, District 3 (Commissioner Murray), per Code of Griffin Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Code_of_Ethics.pdf

No. 19 -

AN ORDINANCE

AN ORDINANCE AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 2, ADMINISTRATION, BY DELETING ARTICLE III, OFFICERS AND EMPLOYEES, DIVISION 2, CODE OF ETHICS, IN ITS ENTIRETY AND ENACTING A REVISED DIVISION 2, CODE OF ETHICS; TO PROVIDE FOR A CODE OF ETHICS FOR OFFICERS AND EMPLOYEES; TO PROVIDE DEFINITIONS; TO DEFINE CONDUCT PROHIBITED AND EXPECTED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO RESTATE THE CODE OF GRIFFIN, GEORGIA, AS MODIFIED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, as a group and as individuals, the governing authority of the City of Griffin, Georgia has subscribed to the following ethical principles and pledged to conduct its affairs accordingly:

* Serve Others, Not Ourselves;
* Use Resources With Efficiency and Economy;
* Treat All People Fairly;
* Use The Power of Our Position For The Well Being Of Our Constituents; and
* Create An Environment Of Honesty, Openness And Integrity;

And

WHEREAS, the City of Griffin, Georgia has been recognized by the Georgia Municipal Association as a "City of Ethics";

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AND IT IS ESTABLISHED AS FOLLOWS:

Section 1. The Code of Griffin, Georgia is amended at Chapter 2, ADMINISTRATION, by deleting Article III, OFFICERS AND EMPLOYEES, Division 2, CODE OF ETHICS, in its entirety and enacting in lieu thereof new Division 2, CODE OF ETHICS, as follows:

"DIVISION 2. CODE OF ETHICS

Sec. 2-76. - Purpose.

The public trust requires public servants to fulfill their duties faithfully and honestly and to subordinate any personal interest which conflicts with the public interest. A public servant is a trustee of the people and should strive to further the general welfare and not

use public office in order to improve his or her own private standing. The principle policies which form the foundation of this code of ethics are:

(a) The trust of citizens in their government is cultivated when individual public servants act with integrity and when the public is aware that its servants act with integrity.
(b) The constitutions, laws and regulations of the United States and State of Georgia and ordinances of the City of Griffin should be upheld as a *de minimus* standard of conduct.
(c) The most effective way to eradicate unethical practices is to consistently act with the highest moral principles and to consistently react appropriately to the ethical decisions of others.
(d) Elected officials shall exercise sound judgment and apply ethical principles in making decisions that in any manner reflect upon their elected office.
(e) All citizens should be treated with courtesy, impartiality and equality.
(f) Those persons who fail to abide by the terms of this code of ethics shall be sanctioned.

Sec. 2-77. - Intent.

It is the intent of this code of ethics that any city official shall not knowingly engage in any activity which is incompatible with the proper discharge of his or her official duties or which would tend to impair his or her judgment or actions in the performance of his or her official duties. Furthermore, city officials should avoid any action which might result in or create the appearance of the following:

(a) Using public office for private gain.
(b) Impeding city efficiency or economy.
(c) Affecting adversely the confidence of the public in the integrity of those who conduct the affairs and business of the City of Griffin.

Sec. 2-78. – Conflicts.

Notwithstanding anything herein to the contrary, state law and the Charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This article shall be interpreted to supplement, and not replace, said provisions of state law and the Charter.

Sec. 2-79. - Definitions.

(a) A thing of value shall mean anything of material value, regardless of its monetary amount, perceived or intended by the city official to whom it is offered, to be sufficient to influence the city official in the performance or nonperformance of an official action. A thing of value shall not include:

(1) Food or beverage consumed at a single meal or event;
(2) Legitimate salary, benefits, fees, commissions, or expenses associated with a recipient's nonpublic business, employment, trade, or profession;
(3) An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, or public service;
(4) Food, beverages, and registration at group events to which all members of the governing body of the city are eligible to attend;
(5) Actual and reasonable expenses for food, beverages, travel, lodging, and registration for a meeting which are provided to permit participation or speaking at the meeting;
(6) A commercially reasonable loan made in the ordinary course of business;
(7) Any gift with a value less than $100.00;
(8) Promotional items generally distributed to the general public or to public officers;
(9) A gift from a member of the public officer's immediate family; or
(10) Food, beverage, or expenses afforded public officers, members of their immediate families, or others that are associated with normal and customary business or social functions or activities;

provided, however, that receiving, accepting, or agreeing to receive anything not enumerated in subparagraphs (1) through (10) of this paragraph shall not create the presumption that a thing of value has been received.

(b) *City official or official* shall mean, unless otherwise expressly defined does not include city employees, members of the city commission, municipal court judges (including substitute judges), city manager, city clerk, city attorney, and all other persons holding, either by election or appointment, positions designated by the City Charter, as officers of the City. The term "city official" also includes all individuals, including city employees, appointed by the city commission to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the city commission.

(c)Conflict of interest shall mean an interest in transactions involving any person in the member's immediate family, any person with whom a contractual relationship exists whereby the member may receive any payment or other benefits, or any business in which the city official is a director, officer, employee, agent, or shareholder.

(d)Decision shall mean any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city commission or other city board or authority.

(e)Employee shall mean any person who is employed in a position covered by the position classification plan of the City of Griffin; any person who is employed part-time by any operating department of the City of Griffin.

(f)Government or city shall mean the City of Griffin, Georgia.

(g)Immediate family shall mean spouse, child, parent, grandparent or sibling of any city official by blood, adoption or marriage.

(h)Interest shall mean any direct pecuniary benefit, which is not a remote interest (official affected in the same way as the general public), held by the official or accruing to a member of the governing authority as a result of a contract or transaction that is or may be the subject of an official act or action by or with the city. A member of the governing authority shall be deemed to have an interest in transactions involving:

a. Any person in the member's immediate family;
b. Any person with whom a contractual relationship exists whereby the member may receive any payment or other benefits unless the member is receiving a benefit for goods and services in the normal course of business for which the member has paid commercially reasonable rate;
c. Any business in which the member is a director, officer, employee, agent, or shareholder, except as otherwise provided herein; or
d. Any person of whom the member is a creditor, whether secured or unsecured.

Sec. 2-80. - Conduct.

(a) The professional and personal conduct of city officials should be above reproach and avoid even the appearance of impropriety. City officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the commission, boards and authorities, the staff or the public.
(b) Respect for process. City officials shall perform their duties in accordance applicable law and with the processes established by the city commission and boards and authorities governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the city commission by city staff.
(c) Conduct of public meetings. City officials shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
(d) Decisions based on merit. City officials shall base their decisions on the merits and substance of the matter at hand.
(e) Communication. City officials shall publicly share substantive information that is relevant to a matter under consideration by the commission or boards and authorities which they may have received from sources outside the public decision-making process.
(f) Policy roles of city officials. City officials shall respect and adhere to the structure of government of the City of Griffin as outlined in the city Charter and policies and procedures. In this structure, the city commission determines the policies of the city with the advice, information and analysis provided by the public, boards, authorities, and city staff.

(g) Independence of boards and authorities. Because of the value of the independent advice of boards and authorities to the public decision-making process, city officials shall refrain from using their position to influence unduly the deliberations or outcomes of board and authority proceedings.
(h) Positive work place environment. City elected officials shall support the maintenance of a positive and constructive work place environment for city employees and for citizens and businesses dealing with the city. All city elected officials shall recognize their special role in dealings with city employees and refrain from creating the perception of inappropriate direction to staff.

Sec. 2-81. - Prohibitions.

(a) No city official shall act as an agent or attorney for another in any matter before the city commission, municipal court or other city body.
(b) No city official shall directly or indirectly receive, agree to receive, or solicit, any , thing of value to which he or she is not entitled, except as may be provided by law, with the purpose of influencing him or her in the performance of any act related to the functions of his or her office or public employment. No city official shall induce the reasonable belief that the giving of a thing of value will influence his or her performance or failure to perform any official action.
(c) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law. All public funds shall be used for the general welfare of the people and not for personal economic gain.
(d) Public property shall be disposed of in accordance with state law.
(e) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.
(f) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city commission and shall recuse himself/herself and take no further action on matters regarding the potential future employer.
(g) No city official shall participate in the discussion, debate, deliberation or vote, or otherwise take part in the decision-making process on any agenda item, any official act or action in which he, she, or member of his or her immediate family has a conflict of interest.
(h) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public. A city official shall not direct employees to use such property for other than official purposes.
(i) No city official shall utilize the city's name or logo for the purpose of endorsing any business.

(j) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.
(k) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
(l) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.
(m) A city official shall not order any goods and services for the city without prior official authorization for such expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.
(n) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.
(o) A city official shall represent the official policies or positions of the city commission, board and/or authority to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, city officials shall explicitly state they do not represent their body or the city, nor will they allow the inference that they do.
(p) In keeping with their role as stewards of the public interest, members of commission shall not appear on behalf of the private interests of third parties before the commission or any board or authority, or proceeding of the city, nor shall members of boards and authorities appear before their own bodies or before the commission on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
(q) A city official shall not use a city employee for personal or private business during regular business hours or during the employee's scheduled shift. A city official shall pay just compensation and shall not receive or expect a discount or special rate.
(r) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, a municipal court judge in the outcome of matters before the municipal court.
(s) A city official shall not act or create the appearance of acting on behalf of a member of the commission or other city official by promising to authorize or prevent any future official action of any nature, without prior authorization from the commission or its designee.

Sec. 2-82. - Disclosure.

A city official shall disclose the nature of any interest or benefit he or she has at the time such matter is presented to the commission for discussion and/or action. Such disclosure shall be recorded into the minutes of the meeting and become part of the public record. Following any disclosure made pursuant to this code of ethics, the member shall not participate in any ex-parte communications with other members regarding the matter at hand.

Sec. 2-83. - Duty to leave meeting.

To avoid the appearance of impropriety, after any city official is determined to have a conflict of interest or a potential conflict of interest in any matter, the member of commission shall leave his or her regular seat as a member of the commission and not return to it until deliberation and action on the matter is completed.

Sec. 2-84. - Board of Ethics.

(a) Appointment. The Board of Ethics of the City of Griffin shall be composed of three (3) residents of the city to be appointed as follows: The Mayor and each commissioner will appoint one (1) resident from their district to provide a pool of seven (7) individuals who have consented to serve as a member of the Board of Ethics and who will be available for a period of one year to be called upon to serve in the event a Board of Ethics is needed. The City Manager will maintain a listing of these qualified citizens. Upon receipt of a properly verified complaint and timely forwarding of that complain to the city official charged in the complaint, the Mayor and Commission, at the next regularly scheduled public meeting or at a specially called public meeting, shall draw names randomly from the listing of qualified citizens until three (3) members of the Board of Ethics have been commissioned to serve. Upon appointment, members of the board of ethics shall sign an affidavit attesting to their qualification to serve as a member of the board. Such Board will elect one of its members to serve as chair. The selected members of the board shall serve until the complaint is resolved, at which time the selected members shall no longer be in the pool of seven. The mayor and commissioners who originally designated the departing members shall designate their replacements.

(b) Qualifications.

1. All members of the board shall remain a resident of the city and district while serving on the board.
2. No person shall serve as a member of the board if the person has, or has had within the preceding one-year period, any interest in any contract or contracting with the city or has been employed by the city.
3. No person shall serve on the board if he or she currently has any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official is charged in the complaint.
4. No person shall serve on the board who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
5. No person shall serve on the board who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board, or who is not qualified to be a registered voter in the City of Griffin.

(c) Compensation. The members of the board shall serve without compensation.

(d) Expenses. The city commission shall provide meeting space for the board and, subject to budgetary procedures and requirements of the city, such supplies and equipment as may be reasonably necessary for the board to perform its duties and responsibilities.
(e) Removal. Members of the board may be removed with or without cause by majority vote of the city governing authority.
(f) Attorney. An independent attorney, contracted by the City shall attend all meetings and hearings of the board to insure that all proceedings are conducted properly and in accordance with applicable law.
(g) Meetings. All proceedings of the board shall be noticed in accordance with Georgia's Open Meetings Law. The proceedings of the board shall, to the extent authorized by law, remain confidential and not be disclosed to third parties. All meetings or public hearings where evidence is taken shall be open. Deliberations may be conducted in executive sessions. Any final report or recommendation to the commission shall be conducted in an open meeting.

Sec. 2-85. - Duties and Powers of the Board of Ethics.

(a) The constituted board of ethics shall have the following duties and powers:
    1. To establish procedures, rules and regulations governing its internal organization and conduct of its affairs;
    2. To prescribe forms, approved by the city attorney, for disclosure required in this article and to make available to the public information disclosed as provided in this section.
    3. To receive and hear complaints of violations of the standards required in this article.
    4. To make such investigation, hold such hearing(s) and provide response to a complaint as it deems necessary to determine whether any person has violated any provision of this article.
    5. To report its findings to the governing authority for such action as the governing authority deems appropriate.
(b) The commission may consider the findings and recommendation(s) of the board and shall be the body to take final action.

Sec. 2-86. - Receipt of Complaint and Procedure.

All complaints under this article against city officials shall be in writing and filed with the City Attorney. All complaints shall be submitted and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this article. Upon receipt of a complaint in proper form, the City Attorney shall forward a copy of the complaint to the city commission and city official or officials charged in the complaint within no more than seven (7) calendar days.
Upon receipt of a properly verified complaint and timely forwarding of that complain to the city official charged in the complaint, the Commission, at the next regularly scheduled public meeting or at a specially called public meeting, shall draw names randomly from the listing of qualified citizens until three (3) members of the Board of Ethics have been appointed.

Upon receipt of a complaint in proper form, the Board of Ethics shall conduct an initial review within thirty (30) days, to determine whether the complaint on its face is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city commission. The board is empowered to recommend dismissal in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. The board shall report in writing to the city commission any complaint dismissed under this section.

For complaints that are not dismissed, a hearing shall be held within sixty (60) calendar days after filing of the complaint. The board is empowered to conduct investigations, to take evidence, and to hold hearings to address the subject matter of a complaint. The board shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses. At any hearing held by the board, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven calendar days before the first hearing, to be represented by counsel, to submit and hear evidence and to call and cross-examine witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall also have the right but not the obligation of submitting evidence and calling witnesses. The decision of the board shall be rendered to the city commission within seven calendar days after completion of the final hearing. Failure to comply with any of the time deadlines in this section of the article shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the board or the city commission to act upon any complaint.

Sec. 2-87. – Penalties.

Upon receipt of the findings of the Ethics Board, the City Commission may take the following action:

(a) Dismiss the complaint;
(b) Issue a public reprimand or censure; or
(c) Request resignation of public official.

Sec. 2- 88. - Right to Appeal.

An action for judicial review may be commenced by filing an application for a writ of certiorari in the superior court of Spalding County within thirty (30) days after the decision of the board. The filing of such application shall act as supersedeas.

Secs. 2-89 – 2.95. – Reserved."

Section 2. All ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 3. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 4. Except as modified herein, The Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

Section 5. This ordinance shall become effective upon second and final reading.

First Reading: September 24, 2019

Second Reading: October 8, 2019

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider amending the Unified Development Code of the City of Griffin, Article 2, Section 202, Definitions; Article 5, Section 503E, Personal Care, Boarding and Group Home; Article 7, Section 704, Table 7.3 Permitted Use Table. *Director of Planning & Development, Chad Jacobs and Staff Attorney, Kelsey Carden will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

These text amendments to the Unified Development Code are presented in an effort to more closely align our definitions with those of the State of Georgia while also providing a greater degree of protection to the residents of personal care, boarding and group homes. This will also complete one of the Citywide Staff Goals for 2022.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Chad Jacobs

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ordinance v2 - Sec. 503E Personal Care Group for Disabled Boarding Home Independent Home.pdf
Red Line - Amendments to UDC Re Personal Care Home Group Home for Disabled Boarding Home.pdf
Copy of Permitted Use Table.xlsx

No. 23 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE TEXT OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRIFFIN, GEORGIA BY AMENDING ARTICLE 2, SECTION 202, DEFINITIONS; ARTICLE 5, SECTION 503E, PERSONAL CARE, BOARDING AND GROUP HOME; ARTICLE 7, SECTION 704, TABLE 7.3; TO PROVIDE AN EFFECTIVE DATE; TO PROVIDE FOR SEVERABILITY; TO RESTATE AND REAFFIRM THE UNIFIED DEVELOPMENT CODE OF GRIFFIN, GEORGIA, AS MODIFIED HEREBY; TO REPEAL ALL CODE PROVISIONS, ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AND IT IS ESTABLISHED AS FOLLOWS:

Section 1. The Unified Development Code of the City of Griffin, Georgia, is hereby amended at Article 2, INTERPRETATIONS AND DEFINITIONS, Section 202, DEFINITIONS, with all other definitions and portions of Section 202 not mentioned herein remaining unchanged except as follows:

a. The definition of "Assisted living" shall be amended to read:

> ***"Assisted living:*** A residential complex which may be in any form including detached and attached dwelling units and residences offering private and semi-private settings designed for and principally occupied by senior citizens. Such facilities may include a congregate meals program in common dining areas, but exclude institutional care such as medical or nursing care, and must be licensed by the Department of Community Health."

b. The definition of "Boarding home" shall be amended to read:

> ***" Boarding home:*** A dwelling, other than a hotel, housing four (4) or more persons who, for compensation and by prearrangement for a definite period, receive lodging and possibly meals, but no other personal services."

c. The definition of "Care home" shall be deleted from Section 202 in its entirety.

d. The definition of "Group home for disabled persons" shall be amended to read:

> ***"Group home for disabled persons:*** A single-family dwelling licensed by the Department of Behavioral Health and Developmental Disabilities serving up to four individuals with developmental disabilities who require intense levels of residential support and provide a range of interventions that focus on training and support in one or more of the following areas: eating and drinking; toileting; personal grooming and health care; dressing; communication; interpersonal relationships; mobility; home management; and/or use of leisure time."

e. The definition for "Hospice" shall be amended to read:

> ***"Hospice:*** A home-like facility licensed to provide acute care, including palliative and supportive nursing care, food, and shelter, to terminally ill persons or persons with advanced and progressive diseases."

f. The definition for "Personal care home" shall be amended to read:

"Personal care home: A residential use or facility, located in a single-family dwelling, whether operated for profit or not, which undertakes through its ownership or management, to provide or arrange for the provision of housing, food service, and one or more personal services for two or more adults who are not related to the owner or administrator by blood or marriage. Personal services include, but are not limited to, individual assistance with or supervision of self-administered medication, including both prescription and/or over-the-counter drugs, assistance with ambulation and transfer, and essential activities of daily living such as eating, grooming, dressing, and toileting. The term "Personal care home" is not intended to include:

a. Facilities, homes, or residences meeting the definition of assisted living, retirement center, or nursing home as defined herein;

b. Boarding facilities which provide no personal services other than lodging and meals; or

c. Facilities regulated by the Department of Behavioral Health and Developmental Disabilities, such as group homes for disabled persons as defined herein."

g. The definition of "Transitional housing" shall be amended to read:

"Transitional housing facility: A building or buildings in which is provided long-term but no permanent living accommodations for four (4) or more persons who have no permanent residence and are in need of long-term housing assistance."

Section 2. The Unified Development Code of the City of Griffin, Georgia, is hereby amended at Article 5, USE PROVISIONS; PERMITTED, SPECIAL, ACCESSORY AND NONCONFORMING, Section 503E, PERSONAL CARE, BOARDING AND GROUP HOME, by amending the name of 503E and amending the language therein to provide as follows:

"**503 E. – Personal care home, group home for disabled persons, and boarding home.**

This personal care home, group home for disabled persons, and boarding home standards section applies to all districts. Each personal care home, group home for disabled persons, and boarding home shall be subject to the following requirements:

(1) Minimum House Size:

(a) For no more than four (4) residents: one thousand five hundred (1,500) heated square feet;

(b) For no more than six (6) residents: two thousand (2,000) heated square feet;

(c) For no more than eight (8) residents: two thousand five hundred (2,500) heated square feet;

(d) "Resident" as used within this sub-section shall be interpreted to include client(s) receiving personal services, caregiver(s), and any other adult or child domiciled in the dwelling.

(2) No more than two (2) residents occupying a single bedroom;

(3) Compliance with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 126 et seq.;

(4) Compliance with the requirements of any and all State regulations and licensing requirements governing the operation of the facility, including but not limited to regulations of the Department of Community Health, the Department of Behavioral Health and Developmental Disabilities, and/or the Department of Human Services, as applicable;

(a) Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin.

(5) Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;

(6) Issuance of an occupational tax certificate for the facility from the City of Griffin"

Section 3. The Unified Development Code of the City of Griffin, Georgia, Article 7, ZONING DISTRICTS, Section 704, PERMITTED USES FOR ALL ZONING DISTRICTS, Table 7.3, is hereby amended and replaced with the attached Table 7.3 (See Attached Use Chart).

The Amendment to Table 7.3 removes the residential use categories of "boarding home, group home, and personal care home having 5 or less persons" and "boarding home, group home, and personal care home having 6 or more persons." The Amendment further adds a residential use category labeled "Personal care home, group home for disabled persons, and boarding home" which are permitted as a special use within the following zoning districts: LDR-A, LDR-B, LDR-C, MDR (Single Family Residential); HDR-A, HDR-B, PRD (High Density Residential); Conservation Subdivisions

Section 4. All Unified Development Code sections, any ordinances, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 5. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 6. Except as modified herein, The Unified Development Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

Section 6. This ordinance shall become effective immediately upon adoption.

Public Hearing and First Reading: February 20, 2023
Second Reading: February 28, 2023

202. DEFINITIONS.

For the purposes of this chapter, certain terms or words used herein shall be defined as follows:

A

AASHTO: The American Association of State Highway and Transportation Officials.

Abutting: Having property boundaries or lot lines in common with no separating by a street, alley or other right-of-way.

Accessory dwelling unit: A dwelling unit, but not a mobile home, located on the same lot as a one-family detached dwelling unit, usually in the form of a garage apartment or basement apartment. Each unit has a separate, complete housekeeping unit with a separate entrance, and full bathroom facilities.

Accessory: A structure customarily incidental and subordinate to the principal use or structure and located on the same zoning lot as such a principal use or structure. The combined square footage of all accessory structures shall not exceed 50 percent of the square footage of a residential dwelling or 25 percent square footage of a commercial structure nor shall an accessory structure exceed the height of the principal dwelling or structure.

Acre: For the purpose of this ordinance, a measure of land consisting of 43,560 square feet.

Acre-foot: Quantity of water that would cover one acre, one foot deep. An acre-foot contains 43,560 cubic feet.

Acreage: Acres collectively in a tract of land.

Acreage, gross: The collective number of acres in an undeveloped, unimproved tract of land.

Acreage, net: The collective number of acres in a tract of land less the amount of area improved by streets, sidewalks, Stormwater management areas, floodplain, wetlands, required open or common space, greenspace and other public lands.

Adequate channel: A natural or man-made channel or pipe that is capable of conveying the runoff from the applicable storm design without overtopping its banks or eroding, after development of the site in question.

Adjacent/adjoining: Abutting or being directly across a street, alley, other rights-of-way or waterways.

Administrator, zoning: The person designated by the city manager of the City of Griffin to administer the enforcement of this ordinance.

Adult daycare: A facility that provides support for elderly individuals (and their families, if present), who do not function fully independently, but who do not need 24-hour nursing care.

Adult entertainment establishments: Any commercial establishment which has as its primary purpose or business the offer for sale of any book, publication or film-video which depicts nudity or sexual conduct or engages in services such as bath houses, massage parlors, wrestling parlors or like activity including a nightclub, cabaret, lounge or other establishment which features adult entertainment.

Aeronautical related use: A use that involves the operation, storage and/or repair of aviation related parts, products or services; such as, but not limited to, sale of fuel and oil, tie downs, hangars, ramp services, aircraft and avionics repair, aircraft sales, etc.

Agriculture: The raising of soil crops and livestock in a customary manner on tracts of land at least three acres in size and shall include all associated activities. Retail sale of products raised on the premises shall be considered a permissible activity provided that space necessary for the parking of customer's vehicles shall be provided off public right-of-way.

Airport related accessory uses: A use that is clearly incidental to the operation of the facility as an airport, is normally conducted in an airport terminal building, is designed to provide airplane passengers and crews with products and services and is directly related to the ability of the facility to operate as an airport; such as, but not limited to, snack bar, delicatessen, automobile rental agency, newsstand, sundry sales, etc.

Alley: A minor street which is used primarily as a service way providing a secondary means of public access to abutting property and not intended for general traffic circulation. A public or private way within a block, generally giving access to the rear of lots or buildings and not used for general traffic circulation.

Alteration: Any change in the supporting members of a building; any addition to or reduction of a building; any change in use; or any relocation of a building.

Ambulance service or ***rescue squad:*** A privately owned facility for the dispatch, storage, and maintenance of emergency medical care vehicles.

Amenity: Aesthetic or other characteristics of a development that increase the desirability to a community or its marketability to the public. Amenities may differ from development to development but may include such things as a unified building design, recreational facilities, site design, neighborhood clubhouse, pool, or tennis courts.

ANSI: The American National Standards Institute, Inc.

Applicant: A person seeking any determination or approval under, or permits required by these regulations.

Application: An application for development approval that contains the supporting documentation required by these regulations.

Architect: A person who, by reason of his knowledge of the mathematical and physical sciences and the principles of architecture and architectural design, acquired by professional education, practical experience or both, is qualified to engage in the practice of architecture as attested by the issuance to said person of a license as an architect by the State of Georgia.

Area: The area of a property shown to the nearest whole square foot or to the nearest one hundred thousandth of an acre.

Art, music or ***other studio:*** A space which can be used as an artist's workroom, a photographer's establishment, an establishment where an art is taught or studied including but not limited to dance, music, painting, drawing, TV, film, or other art endeavors.

Arterial street: A major highway with full or partial control of access.

ASCE: The American Society of Civil Engineers.

Assisted living: A residential complex which may be in any form including detached and attached dwelling units and residences offering private and semi-private settings designed for and principally occupied by senior citizens. Such facilities may include a congregate meals program in common dining areas, but exclude institutional care such as medical or nursing care, and ~~.~~ must be licensed by the Department of Community Health.

ASTM: The American Society of Testing and Materials.

Automotive body, paint and interior repair and maintenance: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Automotive engine repair and replacement shops: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Automotive tire dealers: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Awning: A rooflike cover extending over or before a place as a shelter and which may be used in lieu of a sign. Such signs must be entirely supported from the building and must not exceed four feet in height.

AWWA: The American Water Works Association.

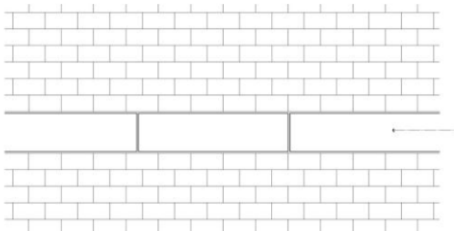
B

Base flow: The portion of stream flow originating from ground water.

Basement: An area below the first floor having not more than one-half of its height above the grade used for storage, garages for use of occupants of the principal dwelling or other utilities common to the rest of the building. A basement used for the above purposes shall not be counted as a story.

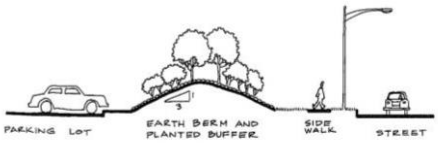
Bed and breakfast inn: A residence in which the owner may reside as a private residence and where guest rooms are made available for visitors. Breakfast is the only real meal served and is included in the charge for the room.

Belt course: Also called stringcourse or band course. A molding or projecting course running horizontally along the face of a building.



2.1: Belt Course

Berm: The space left between the upper edge of a cut and toe of an embankment to break the continuity of an otherwise long slope.



2.2: Berm

Block: A piece or parcel of land entirely surrounded by public highways or streets other than alleys. In cases where the plotting is incomplete or disconnected, the subdivider may determine the outline of the block.

BMP or ***Best Management Practice:*** An effective practicable means of reducing the amount of pollution generated by nonpoint sources, which may be structural or nonstructural practices or a combination of practices.

Board of commissioners or ***board of commissioners:*** The governing body of the City of Griffin, Georgia.

Board of commissioners: The term "board of commissioners" means the Board of Commissioners of the City of Griffin, Georgia. The board of commissioner is also known as the city commission.

Boarding home: A dwelling, other than a hotel, housing four (4) or more persons who, for compensation and by prearrangement for a definite period, receive lodging and possibly meals, but no other personal services. ~~where, for compensation and by prearrangement for a definite period, where meals and/or lodging are provided for four or more persons.~~

Bond: When a bond is required by law, an undertaking in writing, without seal, is sufficient; and in all bonds where the names of the obligors do not appear in the bond, but are subscribed thereto, they shall be bound thereby.

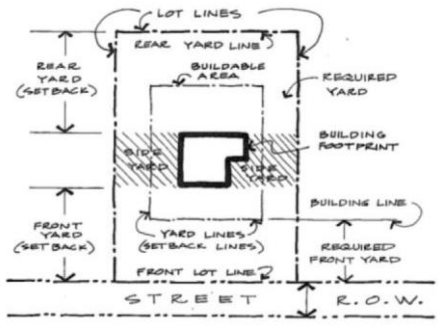
Breezeway: A covered passage one story in height connecting a main structure and an accessory structure.

Buffer: A natural or landscaped area along the property line between different and possibly incompatible types of zoning districts or land uses. Fencing may be erected in buffers but shall not substitute plant materials. Unless otherwise indicated, buffers may be established within the building setback and shall not be enforced in addition to such setback. A buffer shall not be occupied with structures and facilities except as permitted by this ordinance.

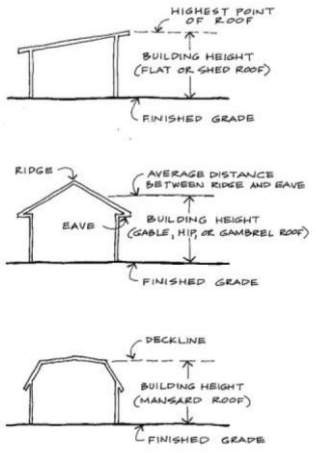
Building: Any structure having a roof and intended for shelter, housing or enclosure of persons, animals or property of any kind.

Building height: The vertical distance of a building measured from the average elevation of the finished grade at the front of the building to the highest point of the building.

Building setback line: The minimum horizontal distance between the property line or the street right-of-way where appropriate and the building or any projection thereof, except as noted in the zoning regulations.



2.3: Building Setback



2.4: Building Height

Building, accessory: A detached structure, the use of which is clearly incidental to, customarily associated with and related to the principal structure or use of the land and which is located on the same lot as the principal structure or use.

Building, principal: The building in which is considered the principal use of the zoning lot on which said building is situated.

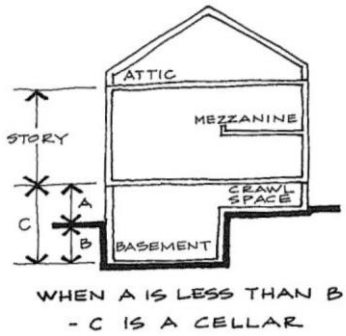
C

Car wash: A primary, main or accessory use, which provides space or bays for cleaning vehicles.

~~***Care home:*** A rest home, nursing home, convalescent home, home for the aged, or similar use established and operated on a profit or non-profit basis to provide lodging and/or meals and/or domiciliary care for aged, informed, chronically ill or convalescent persons.~~

Catchment area or ***basin:*** See Watershed.

Cellar: A space with less than one-half of its floor-to-ceiling height above the average finished grade of the adjoining ground or with a floor-to-ceiling height of less than 6.5 feet.



2.5: Cellar

Cemetery: The use of property as a burial place for human remains. Such a property may contain a mausoleum.

Center line: The line surveyed and monumented by the governing authority as the center line of the street or highway. If such center line has not been surveyed, it shall be that the (sic) line running midway between the outside curb and ditches of the street or highway or the middle of the traveled roadway or the street.

Channel: An elongated depression, either naturally or artificially created and of appreciable size, which periodically or continuously contains moving water, or which forms a connecting link between two bodies of water. It must have a definite bed and bank that serve to confine the water.

Charter: The term "Charter" means the Charter of Griffin, Georgia.

Check cashing facility: A person or business that for compensation engages in whole or part in the business of cashing checks, money orders or other commercial paper services the same purpose as check cashing. This does not include a state or federally chartered bank, saving and loan or credit union.

City engineer: The City Engineer of the City of Griffin, Georgia.

City manager: The City Manager of the City of Griffin, Georgia.

City: The term "city" means the City of Griffin, Georgia.

Civic building, facility, land: A building or site for functions accessed by the general public.

Clearing: The removal of trees or other vegetation, but not including grubbing activities.

Clinic: An establishment where medical or dental patients are admitted for examination and treatment, but overnight stay is prohibited.

Club or ***lodge, non-commercial:*** An incorporated or unincorporated association for civic, social, cultural, religious, fraternal, literary, political, recreational or like activities operated for the benefit of its members and not open to the general public.

Cluster development: A development, under a single ownership, consisting of a design technique that concentrates a series of attached and/or detached dwelling units on a part of the site to allow the remaining land to be used for recreation, common open space and preservation of environmentally sensitive features.

Code: The terms "Code" and "this Code" mean the Unified Development Code of Griffin, Georgia, as designated in Section 101.

Colleges/universities: An institution other than a trade school that provides full-time or part-time education beyond high-school.

Commercial recreation, indoor: An establishment providing completely enclosed recreation activities. Accessory uses may include the preparation and serving of food or sale of equipment related to the enclosed uses. Commercial recreation, indoor includes but is not limited to bowling, roller skating, ice-skating, billiards, motion picture theatre, pool, rock climbing wall.

Commercial trade or***vocational school:*** A secondary or higher education facility primarily teaching usable skills that prepare students for jobs in a trade and meeting the state requirements as a vocational facility.

Commercial recreation, outdoor: Land or premises designed to be used by members of the public, for a fee, that contain outdoor amusement facilities such as miniature golf course, merry go round, car race tracks, and outdoor motion picture theatres, golf course.

Communication tower: A structure that is intended to send and/or receive radio, television or cellular communications.

Community garden: A single piece of land gardened collectively by a group of people.

Comprehensive plan: The comprehensive plan adopted by the board of commissioners pursuant to O.C.G.A. § 36-70-3, as said plan may be amended from time to time.

Computation of time: Except as otherwise provided by time period computations specifically applying to other laws, when a period of time measured in days, weeks, months, years or other measurements of time except hours is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted, but the last day shall be counted; and, if the last day falls on Saturday or Sunday, the party having such privilege or duty shall have through the following Monday to exercise the privilege or to discharge the duty. When the last day prescribed for such action falls on a public and legal holiday as set forth in O.C.G.A. § 1-4-1, the party having the privilege or duty shall have through the next business day to exercise the privilege or to discharge the duty. When the period of time prescribed is less than seven days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

Condominium: An individually owned dwelling unit in an attached, detached or multi-family structure, combined, with joint ownership of common areas of the buildings and grounds as defined by the laws of the State of Georgia.

Conduit: A general term for any channel intended for the conveyance of water, whether open or closed; any container for flowing water.

Construction costs: The total value of the construction of, or reconstruction work on structures, as determined by the director of development services, or their designee, in issuing a building, or other type, permit for construction or reconstruction.

Construction plans: A set of engineering drawings of the proposed streets, drainage and utilities, which meets the minimum standards of these regulations.

Construction vehicle: Any vehicle (other than passenger vehicle, pick-up or panel truck) having a primary purpose of land clearing or grading, hauling and use in building construction, including but not limited to earth moving equipment such as bulldozers, loaders, backhoes, bobcats, trenching machines and dump trucks.

Construction, continual: Construction performed by a full complement of workers and equipment mobilized at the project site, actively engaged in incorporating materials and equipment into the building or structure each normal working day.

Consumer fireworks: The term "consumer fireworks" means any small fireworks devices containing restricted amounts of pyrotechnic composition, designed primarily to produce visible or audible effects by combustion, that comply with the construction, chemical composition, and labeling regulations of the U.S. Consumer Product Safety Commission as provided for in Parts 1500 and 1507 of Title 16 of the Code of Federal Regulations, the U.S. Department of Transportation as provided for in Part 172 of Title 49 of the Code of Federal Regulations, and the American Pyrotechnics Association as provided for in the 2001 American Pyrotechnics Association Standard 87-1, and additionally shall mean "Roman Candles".

Consumer fireworks retail sales facility or store: The term "consumer fireworks retail sales facility or store" shall have the same meaning as provided for by NFPA 1124; provided, however, that such term shall not include a tent, canopy, or membrane structure; provided, further, that such term shall only include such buildings with at least 4,000 square feet of retail display space and wherefrom no more than 25 percent of such retail display space is used for consumer fireworks. Only the holder of a consumer fireworks distributor's license, issued pursuant to O.C.G.A. § 25-10-5.1 may lawfully own or operate a consumer fireworks retail sales facility or store to sell consumer fireworks.

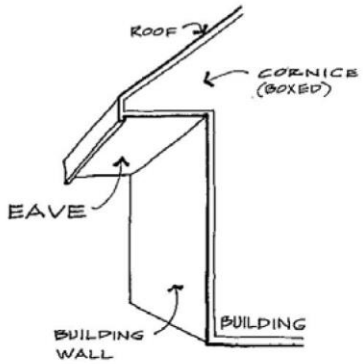
Consumer fireworks retail sales stand: The term "consumer fireworks retail sales stand" shall have the same meaning as provided for by NFPA 1124; provided, however, no temporary sales shall be made from any motor vehicle, from a trailer towed by a motor vehicle, or from a tent, canopy, or membrane structure. All stands shall be located within 1,000 feet of a fire hydrant, or a fire department connection of a building affiliated with such stand, unless the fire chief or fire marshal approves a location in excess of 1,000 feet of a fire hydrant or building connection. A distributor may operate no more than two stands per every permanent store or location within the jurisdiction.

Contractor: A person, firm or corporation who the owner of a property has employed, or contracted to perform, construction activity associated with a development. For purpose of this regulation the term contractor shall include all subcontractors who are under separate contract or agreement with the contractor for performance of a part of the work at the site.

Convenience store with gas: A use offering a limited variety of groceries, household goods, freshly prepared food, beer, wine and personal care items, in association with the dispensing of motor fuels as an accessory use, but in all cases excluding vehicle service, maintenance and repair.

Convenience store without gas: A use offering limited variety of groceries, household goods, freshly prepared food, beer, wine and personal care items.

Cornice: Any horizontal member, structural or nonstructural, projecting outward from the exterior walls at the roofline, including eaves and other roof overhang.



2.6: Cornice

Corporate limits: The term "corporate limits" means the corporate limits of the City of Griffin.

County: The terms "county," "the county" and "this county" mean the County of Spalding, Georgia.

Court: The term "court" means the municipal court provided by law for the punishment of offenders against the laws or ordinances of the city, whether it shall be the court now constituted or a court hereafter established pursuant to law.

Crematorium: A location containing properly installed, certified apparatus intended for the use in the act of cremation.

Cul-de-sac: A street having one end open to traffic and being permanently terminated within the development by a vehicular turnaround. For the purpose of designation, a cul-de-sac street shall be interpreted to begin at the intersection of two or more streets nearest to the vehicular turnaround.

Cultural facility: A library, museum, or similar public or quasi public use displaying, preserving and exhibiting objects of community and cultural interest in one or more of the arts or sciences.

Culvert: A closed conduit of waterway carrying water through a highway or railroad embankment. Although there are borderline cases a culvert is distinguished from a bridge by certain characteristics, such as (a) a culvert generally has the same material all around its perimeter, and has a regular, symmetrical shape, where a bridge opening has not — in other words, a culvert is a large pipe; (b) a culvert usually has a large ratio of length to width.

Curb cut: The point at which vehicular access is provided to a lot from an adjoining street.

D

Day care facility: A use in which shelter, care and supervision for seven or more persons on a regular basis away from their primary residence for less than 24 hours per day. A day care facility may provide basic educational instruction. The term includes, but is not limited to, nursery school, kindergarten, early learning center, playschool, pre-school, adult day care and group day care home. A day care facility must meet State of Georgia regulations.

DCA: The Georgia Department of Community Affairs.

Dead-end street: Streets that do not have permanent vehicular turnarounds at its termini.

Debris: Any material, including wood, floating trash, suspended sediment or bed load moved by a flowing stream; detritus. This term also includes those materials that may be disposed of in a debris landfill.

Decorative pole: GranVille prismatic glass acorn luminaire, north Yorkshire cast aluminum fluted pole, cast iron base with steel shaft.

Delegation of authority: Whenever a provision requires the head of a department or an official of the city to do some act or perform some function, it shall be construed to authorize the head of such department or the official to designate, delegate and authorize subordinates to do the required act or perform the required function, unless the terms of the provisions designate otherwise.

Demolition: The razing of any structure above the existing grade or demolition of any structure below the existing grade.

Density: The number of dwelling units per acre of land used for residential purposes. Density figures are to be in terms of net acres, total developable acres or the land devoted to residential use exclusive of streets, sidewalks, stormwater management areas, floodplain, wetlands, required open or common space, greenspace and other public lands.

Design professional: An individual who meets state licensure requirements applicable to the profession or practice he is engaged in.

Developer: Any person, individual, firm, partnership, association, corporation, estate, trust or any other group or combination acting as a unit who directs the undertaking or proposes to undertake development as

herein defined, whether the development involves the subdivision of the land for sale to individual users, the construction of buildings or other improvements on a single land ownership, or both.

Development: The construction, reconstruction, conversion, structural alteration, relocation or land disturbance of a commercial use or residential subdivision which may involve the following activities:

a. The subdivision, consolidation or boundary adjustment of a lot or lots;

b. The construction, reconstruction, conversion, structural alteration, relocation, enlargement or demolition of a structure;

c. The mining, excavation, landfill, drilling, grading, deposition of refuse, solid or liquid waste, or fill on a zoning lot;

d. The alteration of the shore or bank of a pond, lake, river or other waterway; or

e. Any use or change in the use or intensity of use of any structure or any change in the intensity of use of land.

Dike: An embankment to confine or control water, especially one built along the banks of a river to prevent overflow of lowlands; a levee.

Director of development services: The Director of the Development Services Department of the City of Griffin or their designee.

Director of public works: The Director of the Public Works Department and Division of the City of Griffin or their designee.

Director of solid waste: The Director of the Solid Waste Division of the City of Griffin or their designee.

Director of stormwater: The Director of the Stormwater Department of the City of Griffin or their designee.

Discharge: (a) The quantity of water, silt, or other mobile substances passing along a conduit per unit of time; rate of flow; cubic feet per second; liters per second, millions of gallons per date, etc.; (b) The act involved in water or other liquid passing through an opening or along a conduit or channel; (c) The water or other liquid which emerges from an opening or passes along a conduit of channel.

Ditch: An artificial channel, usually distinguished from a canal by its smaller size.

Dog day care: Any premises containing four or more dogs which are five months old or older which provide such services as canine day care for all or part of the day, training, grooming, behavioral counseling and accessory retail sales.

Dog grooming: Any place or establishment, public or private, where animals are bathed, clipped or combed for the purpose of enhancing aesthetic value or health for a fee.

Drainage area: The area of a stream at a specified location, measured in a horizontal plane, which is enclosed by a topographic divide such that direct surface runoff from precipitation normally would drain by gravity into the river basin above the specified point.

Dwelling: A building used for residential occupancy.

Dwelling, duplex (two family): A building containing two single-family dwelling units totally separated from each other by a common wall extending from ground to roof.

Dwelling, multi-family: A building containing three or more dwelling units, with each dwelling unit having a common wall or common floor connecting it to at least one other dwelling unit in the building or a single family type building not connected to any other unit which is not located on a single zoning lot surrounded by open space or yard.

Dwelling, patio: A one-family dwelling in which all or a portion of the area required for side and rear yards is consolidated into one or more garden court spaces attached to the dwelling unit.

Dwelling, single-family attached: A building containing two or more single-family attached dwelling units joined at one or more party walls or other common facilities (not including the walls of an enclosed courtyard or similar area) and with property lines separating each dwelling unit, thus permitting zero lot lines.

Dwelling, single-family detached: A building designed or constructed as a unit for residential occupancy for one family that is not attached to another dwelling by any means, is located on a single zoning lot surrounded by open space or yard.

Dwelling, townhouse: One of a group of three or more single-family attached dwelling units under fee simple or condominium or cooperative ownership, as defined by the laws of the State of Georgia, in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls. For the purposes of this ordinance the term "townhouse dwelling" shall not include a single-story attached dwelling unit.

E

Easement: The right, grant or privilege of using another's property for purposes such as constructing and maintaining sanitary sewers, water mains, electric lines, telephone lines, storm sewers, gas lines, bicycle paths or other purposes requiring encroachment onto another's property.

Easement: Recorded authorization for a specified purpose by a property owner for the use of any designated part of the real property by another entity.

Eating establishment, fast food: Eating establishments where customers order and are served their food at a counter or in a motor vehicle in packed prepared to leave the premises. Consumption may be on or off-premise.

Eating establishment: A structure in which the use is preparation and sale of food and beverage. This does not include eating establishment, fast food. Drive through windows are not permitted. This use includes, but is not limited to, restaurants, cafes, coffee shops and bakeries.

Ecodevelopment: A proactive development approach, whereby actions such as incorporating natural topography, landscaping with native plant species, creating natural stormwater management systems and decreasing impervious cover are implemented in order to improve water quality, reduce infrastructure needs and to minimize the negative secondary effects on ecology caused by land development.

Elevation, front: The view of a building or group of buildings as seen from directly in front of the structure.

Equipment, heavy: Includes but is not limited to bulldozers, loaders, backhoes, bobcats, framing equipment or other similar machinery.

Erosion control regulations: The City of Griffin, Georgia Erosion and Sedimentation Control Ordinance.

Extended stay hotel/motel: Any building containing six or more guest rooms intended or designated to be used or which are used, rented or hired out to be occupied or which are occupied for sleeping purposes for guests and contain kitchen facilities for food preparation including but not limited to a refrigerator, stove or oven. Extended stay facilities may include lobbies, conference rooms, meeting rooms and child play areas.

F

Family day care: A home occupation in which shelter, care and supervision are provided for six or fewer children under the age of 18 on a regular basis for less than 24 hours per day. A family day care may provide basic educational instruction.

Family: Two or more individuals, related by blood, marriage or legal relationship, living together in a dwelling unit intended for single-family occupancy; two or more non-related individuals without disabilities as recognized by the Americans with Disabilities Act 42, U.S.C. section 12101, et seq., living together as a single housekeeping

unit in a dwelling unit intended for single-family occupancy; or a combination of two or more related and non-related persons living together as a single housekeeping unit in a dwelling intended for single-family occupancy.

Farm goods: Goods produced on site including but not limited to crops, plants, trees, maintaining livestock, poultry or bees.

Farm operations: Commercial agricultural uses including crop production, dairy, stock, poultry, commercial greenhouse, livestock raising and other related uses with the necessary uses for treating or storing the products created on site, however this use should be secondary. This also includes related structures related to farming operations.

Farmer's market: The offering for sale of fresh agricultural products directly to the consumer at an open air market occurring at a pre-determined area where the vendors are generally individuals who raised the vegetables or produce. This does not include second hand goods or meats.

Farmstand: A building or structure used for retail sales of fresh fruit, vegetable, flowers, herbs or plants not to exceed 500 gross square feet. May also include the sale of other unprocessed foodstuffs such as jams, jellies, pickles, baked goods or handi-crafts. No commercially processed or packed items shall be sold at a farmstand.

Feather banner: A banner made from lightweight material and attached to a pole and is designed to wave in the wind.

Feed store: An establishment engaged in retail sale of supplies and agricultural products including the bulk storage of fertilizers and related agrichemicals.

Final plan or ***plan:*** A detailed engineering drawing(s) showing the proposed improvements required in the development of a given parcel and demonstrating compliance with the requirements of these regulations and other law, prepared by a qualified design professional who is licensed to prepare such in accordance with state law.

Financial institution: A bank, savings and loan, credit union, mortgage office or automated teller machine (ATM). Financial institutions shall not include stand alone currency exchange, check cashing establishment or pawn shop.

Finish floor elevation (FFE): The elevation at which the building foundation meets the prevailing ground surface

Flood boundary, 100-year: Those areas of the City of Griffin having a one percent chance or greater of being partially or completely inundated by flood waters, either from a defined river, creek or stream or from the unusual and rapid accumulation of runoff or surface water from any sources. For purposes of this ordinance, the 100-year flood plan shall be as shown on flood hazard boundary maps, published by the Federal Emergency Management Agency or as determined from formal flood hazard studies prepared by the City of Griffin Public Works and Utilities Department.

Flood hazard area: Any normally dry area that is susceptible to being inundated by water. The flood hazard areas include, but are not limited to, land subject to the 100-year flood.

Flood peak: The maximum discharge of a particular flood at a given point along a stream.

Floodplain: Any plain which borders a stream channel and is covered by its water in time of flood; stream bed areas subject to recurrent overflow, or inundation.

Floodway: The channel of a river, stream or other watercourse and the adjacent land area that must be reserved to discharge the 100-year flood without cumulatively increasing the water surface elevation more than one foot at any point.

Floor area: The heated space of a dwelling, which is exclusive of attic, unfinished basement, garage, carport, patio and open porches measured from the exterior face of the exterior walls or a dwelling. Also, the gross leasable floor area for any business or industry based on interior dimensions.

Fps: Feet per second.

Frontage: Distance of lot as measured along the right-of-way.

Funeral home: A building or part of a building used for human funeral services. Such facility may contain space and facilities for embalming and the performance of other services used in the preparation of the dead for burial or cremation, the performance of autopsies, other surgical procedures, the storage of caskets, other related funeral supplies and the storage of funeral vehicles.

G

Gender: The masculine gender shall include the feminine and neuter.

General automotive repair: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Georgia DOT or ***GDOT:*** The (State of) Georgia Department of Transportation.

Gph: Gallons per hour.

Gpm: Gallons per minute.

Grading: The movement, removal or addition of earth on a site by the use of mechanical equipment.

Greenhouse: Retail business whose primary activity is the selling of plants grown on the site and having enclosed and open space for growing or display.

Group home for disabled persons: A single-family dwelling licensed by the Department of Behavioral Health and Developmental Disabilities serving up to four individuals with developmental disabilities who require intense levels of residential support and provide a range of interventions that focus on training and support in one or more of the following areas: eating and drinking; toileting; personal grooming and health care; dressing; communication; interpersonal relationships; mobility; home management; and/or use of leisure time. ~~A residential use or facility, located in a single-family dwelling, where non-related persons with a disability recognized by The Americans with Disabilities Act, 42 U.S.C. section 12101, et seq., may live together in a residential setting, free from discrimination in local governmental rules, policies, practices or services, except as would constitute a direct threat to the health and safety of the occupants or other individuals.~~

Grubbing: The removal of vegetation by methods such as digging, raking, dragging or otherwise disturbing the roots of vegetation.

Guest house: A detached accessory dwelling unit located on the same lot with a single-family dwelling. The square foot area of a guess house may not exceed 1,000 square feet in floor area and may only be used by non-paying guests or relatives of the owners or occupants of the principal building. The guest house shall not be rented or otherwise occupied as a separate dwelling.

H

Halfway house: A halfway house provides a structured living environment for persons learning to adjust to society after being imprisoned.

Headwater: (A) The water upstream from a structure; (B) the source of a stream.

Health department: The Spalding County Health Department.

Heated floor area: The finished area within a building or structure that is heated by the main central heating system installed to serve said building or structure. For example, the floor area of an unfinished basement or garage is not included in determining the amount of heated floor area of a residential dwelling.

Home occupation: An occupation or activity for gain or support conducted by a member of the family residing on the premises with which there is:

a. No group instruction, assembly or activity, and no signage is used to indicate from the exterior that the building is being utilized in any part for any purpose other than that of a dwelling;

b. There is no commodity sold upon the premises;

c. No person is employed other than a member of the immediate family residing on the premises;

d. No mechanical equipment is used except that which is normally used for purely domestic purposes.

Homeless shelter: Charitable, non-profit, short-term housing and/or room and board accommodations for the homeless for which there is no charge, monetary or other to the person being provided such temporary housing.

Hospice: A home-like facility licensed to provide acute care, including palliative and supportive nursing care, food, and shelter, to terminally ill persons or persons with advanced and progressive diseases.~~for the care of terminally ill patients in which food, shelter and nursing care is provided.~~

Hospital: Any institution receiving in-patients or a public institution receiving out-patients and authorized under Georgia Law to render medical, surgical and/or obstetrical care. Cremation services can be provided as an accessory use.

Hotel: A facility offering transient lodging accommodations to the general public and providing additional services such as restaurants, meeting rooms, entertainment and recreational facilities.

HUD: The U.S. Department of Housing and Urban Development.

Hydrology: The science of dealing with the waters of the earth in their various forms, precipitation, evaporation, runoff and storage.

I

Impervious surface: Any material or surface that prevents absorption or infiltration of stormwater into the ground. Includes, but is not limited to, buildings, accessory structures, driveways of asphalt or concrete surface, parking lots and sidewalks.

Imperviousness: The quality or condition of a material that minimizes percolation.

Industrialized building: A factory-fabricated dwelling or commercial unit built in one or more sections designed to fit together on a permanent foundation but which usually does not originally have wheels for movement and which is constructed in accordance with the Georgia Industrialized Building Act which bears the seal of approval issued by DCA.

Institutional use: A building, facility or land owned by a government, non-profit corporation, association or entity, intended for public or semi-public use, such as courthouses, schools, churches, parks and recreation areas.

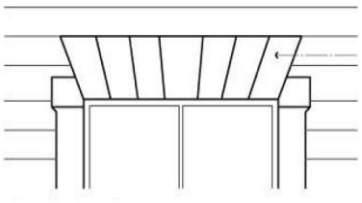
Interpretation: In the interpretation and application of any provision of this Code, it shall be held to be the minimum requirements adopted for the promotion of the public health, safety, comfort, convenience and general welfare. Where any provision of the Code imposes greater restrictions upon the subject matter than the general provision imposed by the Code, the provision imposing the greater restriction or regulation shall be deemed to be controlling.

Interstate: A divided major highway with full control of access and with no crossings at grade. These roads are designated interstate by the Georgia Department of Transportation.

Invert: The floor, bottom or lowest part of the internal cross-section of conduit.

J

Jack arch: Architectural term for a flat arch.



2.7: Jack Arch

Joint authority: A joint authority given to any number of persons or officers may be executed by a majority of them, unless it is otherwise declared.

Junk yard: Any use on private property involving the parking, storage or disassembly of junked vehicles or wrecked or non-operable automobiles, trucks or other vehicles; storage, bailing or otherwise dealing in junk, animal hides, scrap iron or other metals, used paper, used cloth, used plumbing fixtures, old stoves, old refrigerators and other old household appliances, used brick, wood or other building materials. These uses shall be considered junk yards whether or not all or parts of these operations are conducted inside a building or in conjunction with, in addition to or accessory to, other use of the premises.

Junked or ***inoperable motor vehicle:*** Any motor vehicle that is wrecked, wholly or partially dismantled, majorly disassembled, or missing a key component, such as a motor, transmission or body parts, so as to be incapable of normal operation in the manner intended, including disassembled parts, pieces, or components thereof; failure to display a current license tag, tag decal, or (if required) current vehicle safety or emission sticker, shall create a presumption the motor vehicle is junked or inoperable.

K

Keeper and ***proprietor:*** The terms "keeper" and "proprietor" mean and include persons, firms, associations, corporations, clubs and co-partnerships, whether acting by themselves or as a servant, agent or employee.

Kennel: A commercial facility where boarding, caring for and keeping of dogs or cats or other animals or combination thereof is carried on for the purpose of providing an income or revenue.

L

Land area per dwelling unit: The amount of land in square feet required for each dwelling unit permitted on a zoning lot.

Land disturbance: Any land or vegetation change, including, but not limited to, clearing, grubbing, stripping, removal of vegetation, dredging, grading, excavating, transporting, and filling of land, that do not involve construction, paving or any other installation of impervious cover.

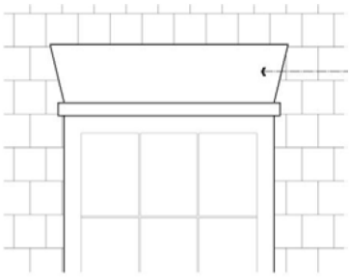
Laundromat: A facility where patrons wash, dry, or dry clean clothing or other fabrics in machines operated by the patron.

Licensed land surveyor: A person who, by reason of his knowledge of the several sciences and of the principles of land surveying acquired by practical experience and formal education, is qualified to engage in the practice of land surveying, as attested by the issuance to said person of a license as a land surveyor by the State of Georgia.

Licensed landscape architect: A person who, by reason of his special knowledge of natural, physical and mathematical sciences and the principles and methodology of landscape architectural design acquired by practical experience and formal education or both, is qualified to engage in the practice of landscape architecture, as attested by the issuance to said person of a license as a landscape architect by the State of Georgia.

Light industrial use: Any use which involves manufacturing, processing, assembly or storage operations where all operations are conducted entirely within a building and no noise, vibration, smoke, gas, fume, odor, dust, fire hazard, radiation or other injurious or obnoxious condition related to the operation creates a nuisance beyond the premises.

Lintel: A horizontal architectural member spanning and usually carrying the load above an opening.



2.8: Lintel

Liner building: A liner building is a specialized building, parallel to the street, which is designed to conceal an area such as a parking lot or loading dock.

Loading space or ***area:*** Space logically and conveniently located for pickup and delivery service, scaled to the vehicles expected to be used and accessible to such vehicles at all times. Also defined as an area to provide safe loading and unloading of passengers such as a day care facility or church.

Loading, off-street: An unobstructed area provided and maintained for the temporary parking of trucks and other motor vehicles for the purpose of loading and unloading goods, wares, materials and merchandise.

Local street: Streets that represent the lowest category of the functional classification system. Local streets are used primarily for direct access to residential, commercial, industrial or other abutting property. They do not include streets carrying through traffic.

Loft apartment: An apartment(s) customarily located on the second story of a retail business or professional office located in the commercial business district (CBD) or in some instances the planned commercial development (PCD) zoning districts.

Lot: A recorded area of land under one ownership of at least sufficient size to meet minimum zoning requirements for use, coverage and area and to provide such yards and other open spaces as are required by the zoning ordinance, as well as certain nonconforming lots of record exempted by the zoning ordinance. Such lots shall have frontage on a public street or on an approved private street as set out in the zoning ordinance and may consist of:

a. A single lot of record;

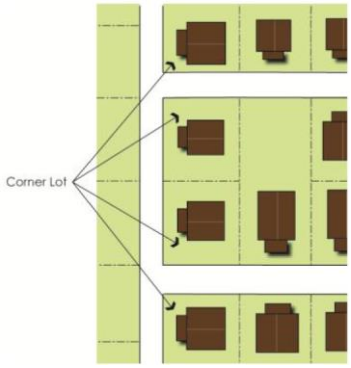
b. A portion of a lot of record;

c. A combination of complete lots of record or complete lots of record and portions of lots of record or of portions of lots of record;

d. A parcel of land described by metes and bounds.

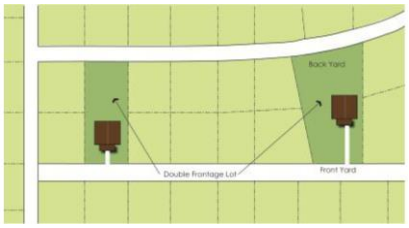
e. In the case of divisions, boundary adjustment, or consolidation shall no residential area of land be created which does not meet the requirements of the zoning ordinance. The grant of an interest, for security or other purpose, in real property for less than an entire lot, or the foreclosure or sale of such interest, shall not be deemed to create a legal lot unless property approved, by variance, granted by the board of commissioners, in accordance with these regulations and the zoning ordinance.

Lot, corner: A lot having frontage at the intersection of two or more public streets.



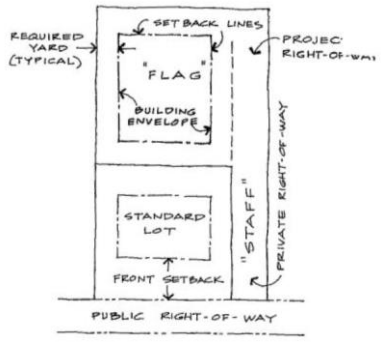
2.9: Corner Lot

Lot, corner (double-frontage): A lot located at the junction of two or more intersection streets, having an interior angle of less than 135 degrees, with a boundary line thereof bordering on two of the streets.



2.10: Double Frontage

Lot, flag: A lot whose access is provided to the bulk of the lot by means of a narrow corridor or panhandle and does not meet the normally required minimum lot width.



2.11: Flag Lot

Lot, interior: A lot, other than a corner lot, with frontage on only one lot.

Lot, nonconforming: A lot that has less than the minimum area or minimum dimensions required in the zone in which the lot is located.

Lot, through: A lot that fronts upon two parallel streets or that fronts upon two streets that do not intersect at the boundaries of the lot.

Lot coverage: That portion of the lot that is covered by principal structures, accessory buildings and impervious surface, including, but not limited to, driveways of asphalt or concrete, parking areas, walkways and sidewalks.

Lot depth: The mean horizontal distance between the front and rear lot lines, measured in the general direction of the side lot lines.

Lot line: A boundary of record that divides one lot from another or from a public or private street or any other space.

Lot line: A line defining the ownership boundary of a lot.

Lot of record: A lot that exists as shown or described on a plat or deed in the records of the Office of the Clerk of the Superior Court of Spalding County.

Lot width: The distance between side lot lines measured at the front building line.

Lot width: Distance between the side lot lines measured as a tangent to the front building line as described by the zoning ordinance.

M

Major collector street: The part of the road classification system that serves as the principal network for through traffic flow. Major collectors have a primary function of providing neighborhood linkages and aggregating traffic, then carrying it to the arterial street system. They may also penetrate a neighborhood, distributing trips to ultimate destinations and in a few instances providing direct access to individual abutting property.

Manufactured home: A structure transportable in one or more sections and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air-conditioning and electrical systems, contained therein. Such dwelling is regulated by the manufactured home construction and safety standards established under the National Manufactured Home Construction and Safety Standards Act adopted in 1976, bearing an insignia issued by U.S. Department of Housing and Urban Development (HUD).

Manufacturing: The mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the manufacturing of products, the blending of materials, such as lubricating oils, plastics, resins, or liquors. This includes processing, assembly and storage operations.

Master plan: A comprehensive plan, which may consist of several maps, data and other descriptive matter for the physical development of the city or any portion thereof. This includes any amendments, extensions or additions thereof recommended by the city manager and adopted by the board of commissioners indicating the general location for major roads, parks or other public open spaces, public building sites, routes for public, utilities, zoning districts or other similar information.

Mean sea level: The average height of the sea for all states of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of these regulations, the term is synonymous with National Geodetic Vertical Datum (NGVD).

Minor collector street: The part of the road classification system designed primarily to serve the collection function for a group of local streets. Additionally, it provides direct access to individual abutting property. Minor collectors are not meant to handle long through trips.

Mixed use: A building or development containing more than one permitted use. Multiple uses are allowed to be stacked vertically and contained in the same building.

Month, year: The terms "month" and "year" mean calendar month and calendar year unless otherwise provided.

Motel: An establishment providing temporary or overnight sleeping accommodations for the traveling public with a majority of all rooms having direct access to the outside without the necessity of passing through the main lobby of the building.

Motor vehicle parts (used) merchant wholesalers: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Motor vehicle towing: A wide range of mechanical and electrical repair and maintenance services for automotive vehicles, such as passenger cars, trucks, and vans, and all trailers; or, engine repair and replacement. See NAICS Code 811111 for further explanation.

Municipal court: The term "municipal court" means the Municipal Court of the City of Griffin.

N

Names of officers, departments: The name or title of any officer or department shall be read as though the words "of the City of Griffin" were added.

National Manufactured Home Construction and Safety Standards: The national building code for all manufactured homes built since June 15, 1976, written and administered by the U.S. Department of Housing and Urban Development (also known as the "HUD" Code").

Neighborhood retail, service or office uses: Intended to serve or accommodate the needs of a specific segment of the community or area. Establishments primarily engaged in the provision of frequently or recurrently needed goods for household consumption, such as prepackaged food and beverage and limited household supplies and hardware. These establishments shall not exceed 5,000 square feet. These services are primarily for the residents of the HDR-A district provided that they are conducted entirely within a wholly and permanently enclosed building or buildings which shall be of architectural design compatible to the dwellings within the HDR-A development.

Newspaper publishing facility: A commercial printing operation involving a process that is considered printing, imprinting, reproducing or duplicating images and using printing methods including but not limited to offset printing, lithography, web offset, flexographic, and screen process printing.

Non-conforming building or structure: An existing building or structure erected or constructed prior to adoption of this ordinance, or the adoption of any amendment hereto, on a lot now zoned so that such building or structure could not be built or constructed.

Non-conforming use: A use of land existing at the time of the adoption of this ordinance, or the adoption of any amendment hereto that was lawful at the time the use of land was initiated, but which has been rendered unlawful by the adoption or amendment of this ordinance.

Nontechnical and technical words: The ordinary significance shall be applied to all words, except words of art, or words connected with a particular trade or subject matter, in which case they shall have the significance attached to them by experts in such trade, or with reference to the subject matter.

Number: The singular or plural number shall each include the other, unless expressly excluded.

Nursery: See Greenhouse.

Nursing home facility: Housing for elderly, chronically or terminally ill persons in which food, shelter and nursing care if provided for compensation.

Nursing Home: A home licensed by the state for the aged or chronically or incurably ill persons in which five or more such persons not of the immediate family are provided with food, shelter and care for compensation or a non-profit, but not including hospitals, clinics or similar institutions devoted primarily to the diagnosis and treatment of the sick or injured.

O

O.C.G.A: The abbreviation "O.C.G.A." means the Official Code of Georgia Annotated, as amended.

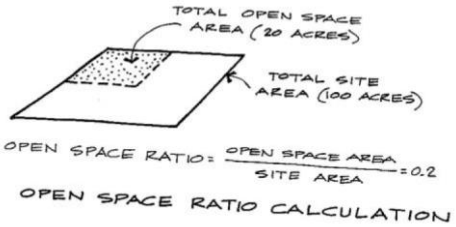
Oath: The term "oath" includes the term "affirmation."

Office, professional: Includes, but is not limited to, offices for accounting, architectural, auditing, bookkeeping, engineering, finance, insurance, law, medical and real estate professions.

Office, temporary: A manufactured or modular building, which is used as a sales office, no-site construction management office or related functions.

Official zoning map: The map officially adopted contemporaneously with and as an integral part of this zoning ordinance that conclusively shows the location and boundaries of all zoned districts existing at the time of adoption of this ordinance and the adoption of future amendments thereto which reclassifies land by districts.

Open space: Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use or enjoyment or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open space or for the preservation and protection of environmentally sensitive land areas or natural land features.



OPEN SPACE RATIO CALCULATION

2.12: Open Space

Or, and: The term "or" may be read "and," and the term "and" may be read "or" if the sense requires it.

Ordinance: This ordinance and all future amendments thereto, together with the official zoning map adopted contemporaneous with this ordinance.

Outdoor display: The displaying of goods or merchandise outdoors on the property with the intent to advertise for sale.

Outdoor storage: The keeping, in an unenclosed area, of any goods, salvage, material, merchandise, storage trailers or vehicles outdoors on the property for more than 24 hours. The term "outdoor storage" shall not include the keeping of vehicles or manufactured housing structures on sales lots in districts which allow such sales lots.

Outparcel: A portion of a larger parcel of land generally designed as a site for a separate structure and business from the larger tract. An outparcel may or may not be a subdivision of a larger parcel. To be recognized as an outparcel, the portion must be identified on a site plan approved for the larger parcel.

Owner: The term "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership or joint tenant of the whole or of a part of such building or land.

P

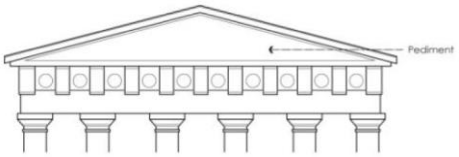
Parking lot: An off-street surfaced ground level area for the temporary storage of operable passenger and commercial vehicles whether for compensation or free.

Parking spaces: An area for off-street automobile parking.

Parking structure (deck): Parking spaces and adjacent access drives, aisles, and ramps that are located in a structure with two or more levels.

Pawnshop: Any business that loans money on deposit of personal property or deals in the purchase or possession of personal property on condition of selling the same back again to the pledger or depositor, or loans or advances money on personal property by taking chattel mortgage security thereon, and takes or receives such personal property.

Pediment: A pediment is a low-pitched triangular gable on the front of some buildings in the Grecian or Greek Revival style of architecture.



2.13: Pediment

Permitted use: Any use allowed as a matter of right in a zoning district and subject to the restrictions applicable to that zoning district classifications.

Person: As used in this ordinance, the term "person" shall mean an individual, group of individuals, and all forms of legal entities recognized by Georgia Law as having the ability to own property, transact business or sue and be used.

Personal care home: A residential use or facility, located in a single-family dwelling, whether operated for profit or not, which undertakes through its ownership or management, ~~for compensation,~~ to provide or arrange for the provision of housing, food service, and one or more personal services for two or more adults who are not related to the owner or administrator by blood or marriage. ~~, protective care and oversight of ambulatory, non-related persons who need a monitored environment but who do not have injuries or disabilities which require chronic or convalescent are, including medical, nursing, or intermediate care.~~ Personal services include, but are not limited to, individual assistance with or supervision of self-administered medication, including both prescription and/or over-the-counter drugs, assistance with ambulation and transfer, and essential activities of daily living such as eating, grooming, dressing, and toileting~~in areas of nutrition, medication and provision of transient medical care. Personal care homes may include those facilities which monitor resident's daily functioning and location and have the capability for crisis intervention~~. The term "Personal care home" is not intended to~~Such term does not~~ include:

a. Facilities, homes, or residences meeting the definition of assisted living, retirement center, or nursing home as defined herein; ~~Old age residences which are devoted to independent living units with kitchen facilities in which residents have the option of preparing and serving some or all of their own meals;~~

b. Boarding homes ~~facilities which do not provide personal care~~which provide no personal services other than lodging and potentially meals; or

c~~e~~. Facilities regulated by the Department of Behavioral Health and Developmental Disabilities, such as group homes for disabled persons as defined herein.~~Group homes for disabled persons, as defined by the Fair Housing Act Amendments of 1988, 42 U.S.C. section 3601, et seq.~~

Personal service establishment: Enterprises serving individual necessities of a non-medical nature including, but not limited to, beauty and barber shops, tanning, dry cleaning pick-up(retail), shoe repair, spa, locksmith and other similar establishments. These may also include retail sales of products related to the services provided.

Places of public assembly: A structure, portion of a structure or area (either indoor or outdoor), including, but not limited to, movie theaters; concert halls; stadiums; amusement parks; carnivals; churches; elementary, middle, high, secondary and post graduate schools; day care centers; private commercial schools, such as martial arts or dance studios; clubs, lodges and arenas, designed primarily for people to gather to observe or participate in a single event or series of single events, including but not limited to the presentation of a motion picture, a concert, an educational presentation, a sermon, an inspirational presentation, a rally, a lecture, a drama, dance, musical or other live performance, or a sporting event.

Places of worship: Places where religious institutions provide assembly with a seating capacity and a sanctuary or main activity area.

Planned development: A tract of land developed under a single ownership or control based on a plan which allows for flexibility of design not available under normal zoning district requirements.

Planned shopping development: Two or more commercial establishments with a total gross floor area of at least 40,000 square feet planned and managed as a single unit with off-street parking and loading facilities provided on the property.

Planning and zoning board (PZB): The City of Griffin, Georgia Planning and Zoning Board appointed by the board of board of commissioners.

Plat: A map, plan or layout of a county, city, town section, subdivision or development certified by a registered surveyor indicating the location and boundaries of a property or properties. See also site plan.

Preceding, following: The terms "preceding" and "following" mean generally next before and next after unless the context requires a different significance.

Private or ***public club, lodge, social center*** or ***meeting room:*** Building or facility for the purpose of social, educational, or recreational purpose.

Professional or ***design professional:*** An individual who meets state licensure requirements applicable to the profession or practice he is engaged in.

Project: A principal building or structure or group of buildings or structures planned and designed as an interdependent unit together with all accessory uses or structures, utilities, drainage, access and circulation facilities, whether built in whole or phases. Examples include: a principal building on a lot, a residential subdivision, a multi-family development, a shopping center or an office park.

Property owner: Any person who owns fee title to a given area of land, excluding, however, any recorded easement or right-of-way.

Property: The term "property" includes real and personal property.

Psi: Pounds per square inch.

Public place: The term "public place" means any place that the public is invited or permitted to go or congregate.

R

Radio and/or television and/or transmission tower: Any exterior apparatus designed for telephone, radio, or television communications or data transmission through the sending and/or receiving of electromagnetic waves.

Recreational vehicle: Any type of portable structure without a permanent foundation, which can be towed, hauled or is self-propelled, and designed for temporary living accommodations for recreational, camping and travel use, including, but not limited to, travel trailers, truck campers (on or off the truck), camping trailers, buses and motor homes.

Recycling center, collection: Any facility utilized for the purpose of collecting materials to be recycled including, but not limited, plastics, glass, paper and aluminum materials. Such use may be principal or accessory to a non-residential use on non-residentially zoned property.

Religious activity: A use of land involving the exercise of religious believers [beliefs], practices or worship. It is not the intent of this ordinance to regulate religious activity or to impede any person's exercise of religious beliefs.

Repair garage, heavy equipment: A use which may provide a full range of repairs and services including, but not limited to, major overhauls, engine repair, rebuilding and replacement on heavy duty trucks and equipment and may include paint and body shops. The outside storage of unlicensed and unregistered vehicles is prohibited as part of this use.

Research or ***experimental laboratory:*** An establishment which conducts research, development or controlled production of high technology electronic, industrial or scientific products or commodities for sale or a laboratory conducting educational/medical research or testing. This term includes but is not limited to a biotechnology firm or manufacturer of non-toxic computer components.

Residential industrialized building: Any structure or component thereof which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation on a building site and has been manufactured in such a manner that all parts or processes cannot be inspected at the installation site without disassembly, damage to, or destruction thereof; which bears an insignia of approval issued by the Georgia Department of Community Affairs; and which is used or intended to be used as a dwelling units.

Residential: Pertaining to the use of land, means premises such as single-family detached and attached homes, patio homes, townhouses, manufactured or modular homes, duplexes, condominiums or apartment complexes, which contain habitable rooms for non-transient occupancy and which are designed primarily for living, sleeping, cooking and eating therein.

Responsible party: In the context of enforcement procedures, a person who is alleged to have committed, causes, continued or created a violation of the terms, requirements, regulations, or provisions of these regulations whether as a direct act, through lack of action or neglect, or at the direction of or on behalf of others. A responsible party may be the owner of a premises where a violation has occurred; an occupant whether through ownership, lease or other tenancy; a contractor, building or developer; an agent of or person otherwise acting on behalf of the aforementioned parties; or other person acting in violation of these regulations.

Retail business: A business consisting primarily of buying merchandise or articles in gross and selling to general consumers in small quantities not in bulk and not for resale. These businesses include but are not limited to clothing shops, florists, home goods, drugstore.

Retail business, heavy equipment: The sale or rental of heavy equipment. Heavy equipment includes but is not limited to backhoe, crane, wheel loader, bulldozer, forklift and other similar equipment.

Retail, large-scale: All retail sales and service uses on sites that include more than 74,999 square feet of gross floor area (in aggregate).

Retirement center: A residential apartment or fee simple housing development built exclusively for senior citizens whereby typically a dining facility, aquatic and or fitness center, library and community activities are incorporated in the development and independent living is promoted.

Return cornice: The continuation of a cornice in a different direction, as at the gable end of a house.



2.14: Return Cornice

Right-of-way: A strip of land designated, reserved, dedicated or purchased for the purpose of pedestrian or vehicular access, utility line installation or other use.

Road classification map: Comprehensive plan of arterial, collector and minor streets and roads for all or a portion of the city.

Runoff coefficient: The rate of runoff to precipitation.

S

Salvage yard: Use of property for outdoor storage, keeping, abandonment, sale or resale of salvage including scrap metal, used lumber, salvaged house wrecking and structural steel materials and equipment or for the dismantling, demolition or abandonment of automobiles or other vehicles or machinery or parts thereof.

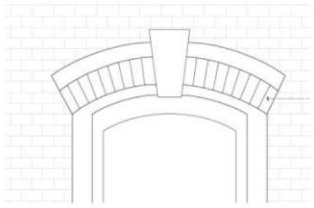
Schedule of fees and charges: The phrase "schedule of fees and charges" means the official consolidated list compiled and published by the city which contains rates for utility and other public enterprises, fees, deposit amounts, performance bonds, and various charges as determined from time to time by the board of commissioners, an official copy of which is maintained in the office of the city clerk where it is available for reference and review during normal business hours.

School: A facility where persons regularly assembly for the purpose of instruction or education including any playgrounds, stadiums or other structures and grounds used in conjunction therewith. The term "school" shall include, but is not limited to, public and private schools used for pre-kindergarten, primary, secondary, or post-secondary education.

Seating, minimum: Where this Code requires seating for a minimum number of persons, only chairs, stools and booths shall be provided as the required seating. The capacity of seats without dividing arms shall be determined by allotting 18 inches per occupant.

Security bars: Metal bars, including, but not limited to, wrought iron guards and sliding scissor gates, attached to or covering a window or glass door which are intended to provide additional protection against vandalism and burglaries.

Segmental arch: A shallow arch; an arch that is less than a semicircle.



2.15: Segmental Arch

Self-storage: A building or group of buildings divided into separate compartments used to meet the temporary storage needs of small businesses or for personal use and may include refrigeration facilities.

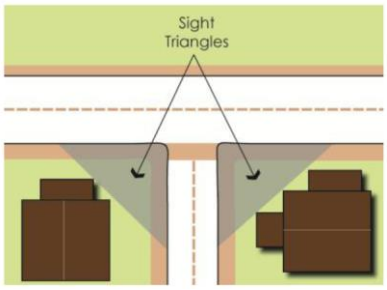
Service station: A use which provides for the sale of motor vehicle fuels and automobile accessories and which may provide minor repair and maintenance services. A service station shall be limited to two bays.

Setback line: The minimum required distance from any lot line that establishes the area within which the principal structure may be erected or placed.

Shall, may: The term "shall" is always mandatory and not merely directory; the term "may" is permissive.

Sidewalk: The term "sidewalk" means any portion of a street between the curbline and the adjacent property line, intended for the use of pedestrians, excluding parkways.

Sight triangle: A triangular-shaped portion of land established at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection.



2.16: Sight Triangles

Sign: Any name, identification, description, display, illustration or device that is affixed to, posted on or represented directly or indirectly upon a building, structure, land, vehicle or otherwise affixed for display in view of the general public and that directs attention to a product, place, activity, idea, person, institution or business.

Signature and ***subscription:*** The terms "signature" and "subscription" include the mark of all illiterate or infirm persons.

Site plan, final and subdivision (construction drawings): Engineered plans and necessary supporting documents required for a proposed project to constitute the complete application for construction approval. Plans shall include complete and detailed engineering and layout drawings for all public and private improvements and utilities, in addition to any ancillary calculations.

Site plan, minor: An engineered drawing proposed improvements to a site of less than 1.1 acres on which the city has not previously approved a site plan, or on which there is an existing approved plan that has been closed (built). The improvements must be minor in nature and generally, (1) not change the internal or external traffic flow patterns; (2) not increase the number of dwelling units; (3) not increase the non residential building size by more than 2,500 square feet or 75 percent of the gross building area, whichever is less; and (4) generally, the proposed disturbed area should not exceed 5,000 square feet. The applicant must provide the department of stormwater an impervious site change form noting the limits of additional impervious area on the site.

Site plan, preliminary residential and subdivision: Engineered plans required for all residential projects resulting in the creation of three or more lots or any new development involving 1.1 acres or more. Preliminary plans must show general design of a site development or subdivision project and its public improvements including, but not limited to, location and width of streets and structures and their general relationship to the topography of the land; water and sanitary sewer, drainage, lot sizes and arrangement, future development (if applicable) and location and use of adjoining property.

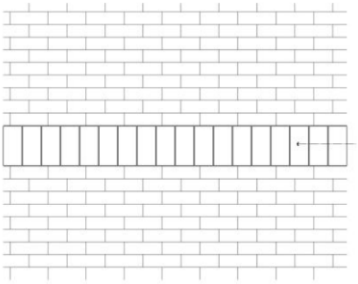
Site plan: A final construction plan, other than a final subdivision final plan, providing a graphic portrayal of a proposed development describing both existing and proposed conditions of the lot(s), including, but not limited to,

use, location and bulk of buildings and structures, density of development, public facilities, means of ingress and egress, landscaping, signs, drainage and lighting.

Site work: Development activity to prepare a property for construction of buildings or finished structures, including clearing, grubbing, grading and installation of soil erosion and sedimentation control facilities.

Soil erosion and sedimentation control regulations: That section of the soil erosion and sedimentation control ordinance dealing with sediment control during construction. These regulations are enforced by the public works and stormwater departments.

Soldier course: A course of bricks laid on their ends so that only their long sides are vertical.



2.17: Soldier Course

Special use: A use which within certain zoning districts specified by this ordinance is not permitted as a matter of right but may be permitted within a district by approval of the board of board of commissioners, following a public hearing at which the commission reviews the proposed plans for the use, its location, design, relationship to adjacent properties, and other conditions peculiar to the proposal which may adversely affect adjoining property, under objective criteria; has found the proposal not to be in conflict with the intent of this ordinance; and has approved the use as specified. A special use permit is valid for a period of one year from the date of approval.

State: Whenever the terms "state," "the state" and "this state" are used, they shall refer to the State of Georgia.

Storefront: Display windows of a building housing a commercial use visible from a street, sidewalk, or other pedestrian way accessible to the public, or adjacent to public or private property.

Storm drainage system: Any structure used principally to retain, detain, collect, direct, transfer, carry, convey, distribute or treat, singularly or in combination, storm water or other surface water, including, but not limited to, aprons, basins, berms, BMP facilities, catchments, conduits, culverts, dams, dikes, ditches, drains, drops, filters, grates, infiltration devices, inlets, manholes, man-made channels, outlets, pipes, ponds, rip-rap, risers, spillways, storm sewers, swales and trenches; and also including any maintenance easements needed for such structures.

Street: A right-of-way generally intended for the movement of vehicular and pedestrian traffic and which serves as point of access to abutting property. The term "street" includes streets, sidewalks, avenues, boulevards, roads, alleys, lanes and all other public highways in the city, unless otherwise provided. Street type is officially defined according to the city's road classification map.

Street, classification: As described in the City of Griffin Comprehensive Transportation Plan adopted October 2002:

a. ***Arterials*** connect activity centers and carry large volumes of traffic at moderate speeds. The arterial system in Griffin includes US 19/41, SR 16, SR 155, SR 92 and Bus 19/41.

b. ***Collectors*** provide access to activity centers from residential areas. Their purpose is to collect traffic from streets in residential and commercial areas and distribute the traffic to the arterial system. The collector system in Griffin includes Meriwether Street, College Street, Poplar Street, Solomon Street, Experiment Street, Broad Street, Maple Drive, McIntosh Road, Old Atlanta Highway and North Hill St.

c. ***Local streets*** feed the collector system from low volume residential and commercial areas. The remaining roadways in the city are classified as local streets. The majority of Griffin's roadway system is classified as local streets.

Structure, accessory: A subordinate structure, customarily incidental to a principal structure or use and is located on the same lot. Examples of accessory structures in residential districts shall include tool sheds, storage buildings or detached garages.

Structure, principal: A structure in which the principal use or purpose on a property occurs, and to which all other structures on the property are subordinate. Principal may also mean the main or primary structure.

Structure: Anything constructed, erected or placed with a fixed location on or in the ground or attached to something having a fixed location on the ground. The term "structure" shall include, but is not limited to, buildings, manufactured or modular homes, signs, swimming pools or fall-out shelters. Privacy walls or fences shall not be considered structures.

Subdivision: All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose, whether immediate or future, of sale, or building development and includes all division of land involving a new street or a chance in existing streets and includes re-subdivision and, where appropriate to the context relates to the process of subdividing or to the land or area subdivided. The term includes replatting of any division of land involving a new street, or a change in existing streets.

Subdivision, boundary adjustment plan: A legal document, prepared by a qualified professional licensed to prepare such in the State of Georgia, for the purpose of the legal reconfiguring of contiguous lots in the same ownership.

Subdivision, boundary adjustment: The adjusting of common property line(s) or boundaries between adjacent lots, tracts, or parcels for the purpose of accommodating a transfer of land, rectifying a disputed property line location, or freeing such a disputed property line location, or freeing such a boundary from any difference or discrepancies. The resulting adjustment shall not create any additional lots and all reconfigured lots shall contain sufficient area and dimension to meet minimum requirements for zoning and building purposes. (See also consolidation subdivision)

Subdivision, consolidation plan: A legal document, prepared by a qualified professional licensed to prepare such in the State of Georgia, for the purpose of the legal removal of common property lines between abutting lots in the same ownership.

Subdivision, consolidation: The removal of common property lines between abutting lots in the same ownership. (See also boundary adjustment subdivision)

Subdivision, major: Any subdivision that does not meet the requirements of a minor subdivision.

Subdivision, minor: Any subdivision that does not result in the creation of more than three lots out of one or more lots, and does not require the construction of new streets or public water or sewer mains.

Substantial compliance: A substantial compliance with any requirement of this Code or ordinances amendatory thereof, especially on the part of public officers, shall be deemed and held sufficient; and no proceeding shall be declared void for want of such compliance, unless expressly so provided.

SWM facility: Any storm drainage facility that is designed or otherwise intended to, or that actually does, detain or retain stormwater or other surface water. When this term is used in the text of these regulations, all portions of such a facility shall be considered as included.

SWM: Stormwater management.

T

Tenant and ***occupant:*** The terms "tenant" and "occupant," applied to a building or land, shall include any person holding a written or oral lease of, or who occupied, the whole or a part of such building or land, either alone or with others.

Time of concentration: The time it takes for runoff to travel from the hydraulically most distant part of the watershed to the point of reference.

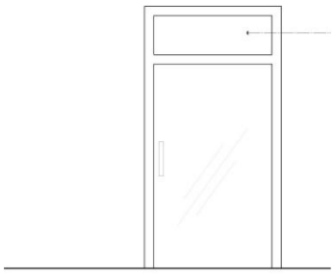
Title pawn: A title pawn is an act of using a vehicle title to acquire a pay day loan.

Traffic study: An analysis conducted to assess the impact of vehicular traffic generated by a new use or change in use on existing or future road network and to obtain the required information in evaluating any potential road network improvements.

Transit station: A commercial or public facility for the loading or unloading of passengers, luggage, and packages including sales of fares and which include accessory restaurants, indoor commercial businesses but not including airports. This facility operates a system of regularly scheduled buses and /or trains available to the public.

Transitional housing facility: A building or buildings in which is provided long-term but no permanent living accommodations for four (4) or more ~~than six (6)~~ persons who have no permanent residence and are in need of long-term housing assistance.

Transom: A bar of wood or stone across the top of a door or window



2.18: Transom

Tree protection ordinance: The City of Griffin, tree protection ordinance concerning the planting or removal of trees. The City of Griffin Tree Board enforces the tree ordinance. All planting and removal of trees within city right-of-way requires the permission of the tree board.

Truck terminal: A primary use of property where trucks/trailers are temporarily stored, maintained or based. Trucks/trailers shall have current registration and license plats with decal.

U

Urgent care: The delivery of ambulatory care in a facility dedicated to the delivery of medical care outside of a hospital emergency department, usually on an unscheduled, walk-in basis. Urgent care centers are primarily used to treat patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an emergency room. Often urgent care centers are not open on a continuous basis, unlike a hospital emergency room which would be open at all times.

Use, accessory: A use located on the same lot with a principal use or building such as a garage, storage building, swimming pool, children's play area, etc.

Use, principal: The main purpose for which a zoning is intended and for which it may [be] used.

V

Variance: A relaxation of the terms of this ordinance that will not be contrary to the public interest where, owing to conditions peculiar to the property and not the result of the applicant, a literal enforcement of this ordinance would result in unnecessary and undue hardship. A variance cannot be granted to change the text of this ordinance, to reclassify property on the zoning map or to allow a use not permissible within the district involved.

Veterinary services or ***clinic:*** An establishment for the care and medical treatment of animals.

VPD: Vehicles per day.

W

Warehouse: A use engaged in storage, wholesale, and distribution of manufactured products, supplies and equipment, excluding bulk storage of materials that are inflammable or explosive or that present hazards or conditions commonly recognized as offensive.

Watchman's or ***caretakers single family dwelling:*** A temporary accessory structure containing living quarters and kitchen facilities for housing persons responsible for overseeing and maintaining security for the main use on the site.

Water and wastewater system: City of Griffin Water and Sanitary Sewer System.

Wholesale business: A business primarily engaged in the selling of goods or articles in gross to retailers for resale and not directly to the consumer.

Writing: The term "writing" includes printing and all numerals, and also pictures, illustrations and printed or written designs.

Y

Yard, front: The minimum permitted space between the front building line and the front property line.

Yard, rear: The minimum permitted space between the rear building line and the rear property line.

Yard, side: The minimum permitted space between the side building line and the side property line.

Yard: An open space that lies between the building and the nearest property line. The minimum required yard on a zoning lot as set forth in this chapter that is left unoccupied with structures, parking and facilities. A yard may also be known as a setback.

Year: The term "year" means a calendar year.

Z

Zoning administrator: The person who has been designated by the city manager to administer the enforcement of this ordinance.

Zoning decision: Final legislative action by the board of commissioners which results with:

a. The adoption of a zoning ordinance;

b. The adoption of an amendment to this ordinance which changes the text of this ordinance;

c. The adoption of an amendment to this ordinance which rezones property from one zoning classification to another;

d. The adoption of an amendment to this ordinance which zones property to be annexed into the city; or

e. The grant of a permit relating to a special use of property.

Zoning district: A section of the City of Griffin, Georgia, as designated on the official zoning map within which zoning regulations are uniform and compatible.

Zoning map: The official map of the City of Griffin, Georgia, entitled "Zoning Map of the City of Griffin," indicating the location of zoning districts in the city.

Zoning ordinance: An ordinance establishing procedures and zones or districts within the respective territorial boundaries of the City of Griffin, Georgia, which regulate the uses and development standards of property within such zones or districts. The term also includes the map adopted in conjunction with the textual ordinance which shows the zones or districts classifying property depicted thereon.

Zoning: The power of local governments to provide within their respective boundaries for the zoning or districting of property for various uses and the prohibition of other or different uses within such zones or districts and for the regulation of development and the improvement of real estate within such zones or districts in accordance with the uses of property for which such zones or districts were established.

(Ord. No. 16-09 , § 1, 7-26-2016; Ord. No. 18-08 , § 1, 5-8-2018; Ord. No. 21-05 , § 1, 4-27-2021)

503 E. Personal care home, group home for disabled persons, and boarding home. ~~and group home.~~

This personal care home, group home for disabled persons, and boarding home, ~~and group home~~ standards section applies to all districts. Each personal care home~~, boarding home, and~~ group home for disabled persons, boarding home, and independent group home ~~having six or more persons~~ shall be subject to the following requirements:

(1) Minimum House Size:

(a) For no more than four (4) residents: one thousand five hundred (1,500) heated square feet;

(b) For no more than six (6) residents: two thousand (2,000) heated square feet;

(c) For no more than eight (8) residents: two thousand five hundred (2,500) heated square feet;

(d) "Resident" as used within this sub-section shall be interpreted to include client(s) receiving personal services, caregiver(s), and any other adult or child domiciled in the dwelling.

(2) No more than two (2) residents occupying a single bedroom;

(3) Compliance with the requirements of the Americans with Disabilities Act, 42 U.S.C. § 126 et seq.;

(4) Compliance with the requirements of any and all State regulations and licensing requirements governing the operation of the facility, including regulations of the Department of Community Health, the Department of Behavioral Health and Developmental Disabilities, and/or the Department of Human Services, as applicable;

(a) Copies of State licenses or other documentation required for lawful operation of the facility must be provided to the City of Griffin.

(5) Receipt of a certificate of inspection and approval by the fire marshal and building inspector demonstrating compliance with applicable minimum life safety and building codes;

(6) Issuance of an occupational tax certificate for the facility from the City of Griffin

~~(a)~~

~~1. All regulated facilities shall comply with the state regulation and acquire applicable state licenses for operation.~~

~~2. All facilities must register with the department of community development and provide a copy of all state licenses and documentation.~~

~~3. The exterior appearance of any residential structure for which a personal care home, boarding home, or group home is approved, shall be maintained as a residential structure and no signs other than a sign, attached to the primary structure, not exceeding two square feet, as authorized within Article 8, Sign Standards (SS), shall be erected.~~

~~4. Meet all regulations as identified in the adopted building code and adopted fire code.~~

~~5. Meet all parking standards as identified within section 6.32, Parking Standards (PK).~~

~~6. All facilities must apply for and receive a City of Griffin Business License.~~

704. PERMITTED USES FOR ALL ZONING DISTRICTS.

Except for use provisions as specified by Article 5 and other sections pertaining to infrastructure criteria, location criteria and/or overlay regulations, Table 7.3 establishes permitted, conditional, and special uses for all zoning districts. See Article 5 regarding interpretations of uses.

[[NOTE: See attached for Amendment of Table 7.3, Permitted Uses, removing residential use rows labeled "boarding home, group home, and personal care home having 5 or less persons" and "boarding home, group home, and personal care home having 6 or more persons" and inserting a residential use row labeled "personal care home, group home for disabled persons, and boarding home" identifying zoning districts where such use is a permitted, conditional, and/or special use.]]

Use Category By Specific Type P = Permitted by Right C = Conditional SU = Special Use ✓ = Consult Supplemental Regulations	Supplemental Regulations	[*1] Low Density Residential AdR – 1	[*1] Low Density Residential AdR – 2	[*1] Low Density Residential CdR – 3	Medium Density Residential R – 4	[*2] High Density Residential A	[*2] High Density Residential B	Neighborhood Business District	Central Business District	Planned Commercial District	[*3] Planned Residential District (PRDD)	Mixed Use Overlay Neighborhood	Mixed Use Overlay Corridor	Mixed Use Overlay Village	Mixed Use Overlay Entertainment / Arts	Planned Industrial District	Institutional	Conservation Subdistrict	Agricultural and Residential	SPRDD Underlying Zoning [*4]	Airport Overlay District	SHROD	Medical Overlay District
AGRICULTURAL																							
Accessory Structures, Agricultural - See Accessory Uses	✓	P	P	P	P													P	P				
Community Garden	✓	SU	SU										SU			P	SU	P	P				
Farm Operations	✓																		P				
Farmstand	✓																	P	P				
Feed, Seed and Fertilizer Sales																P			SU				
Greenhouse, Nursery	✓							P		P						P			SU				
Keeping of Chickens/Pigeons	✓																	P	P				
Keeping of Bees	✓																	P	P				
Livestock, see Farm Operations	✓																						
Riding Stables	✓																	P	P				
Sale of Farm Goods on the premises	✓																	P	P				

COMMERCIAL																				[*4]			
Ambulance service or rescue squad	✓								P	P						P							
Amusement or Commercial recreation facility	✓									P						P							
Animal Hospital, see Veterinary Services																							
Art shows, carnival rides, festivals, parades and special events of community interest, see Section 721												SU	SU	SU									
Automotive Body, Paint and Interior Repair/Limit Maintenance										P [*5]						P							
Automotive Erection Repair and Replacement Shops										P [*5]						P							
Automotive Tire Dealers										P [*5]						P							
Bakery								P	P	P					P							SU	
Bank								P	P	P	SU				P								
Barbershop, beauty parlor								P	P	P					P							SU	
Brewery and Distilleries									P														
Carwash	✓							P	P	P						P							
Cemetery, see Section 701	✓											SU	SU	SU									
Clinics, medical and dental	✓						SU	P	P	P	SU					P							P
Commercial kennel	✓							P	P	P						P				SU			
Commercial recreation, Indoor										P	P	P [*6]	P [*6]	P	P	P							
Commercial recreation, Outdoor										P					P	P							
Consumer Fireworks Retail Sales Facility or Store										P [*10]													
Consumer Fireworks Retail Sales Stand										P [*11]													
Convenience Store with gasoline or diesel fuel	✓							P (<2,500 sf)	P	P	SU												
Convenience Store without gasoline or diesel fuel	✓							P (<2,500 sf)	P	P	SU										SU		SU	
Day care, Nursery	✓						SU		SU	P	SU					P	P						SU
Dog Grooming	✓							P	P	P						P							
Eating establishments	✓							P	P	P		P [*7]	P [*7]	P [*7]	P	SU							
Eating establishments, Fast Food	✓							SU	P	P					P	SU							
Emergency Services																	SU						P
Existing business and professional offices with no on-site storage of equipment and supplies																						P	
Extended Stay Hotel/Motel	✓									SU						SU							
Farmer's Market	✓							P	P	P						P		P	P				
Financial institution								P	P	P	SU				P	P							SU
Florist, Flower Shop							SU	P	P						P							SU	
Grocery shop (under 2,500 sf), convenience store								P	P						P								
Grocery stores or other retail establishments over 15,000 sf										P		SU	SU	SU									
Health Club, see Section 701												P	P	P	P								
Home Occupation as provided in Section 503	✓	P	P	P	P	P	P				P							P					
Home Stay bed and breakfast	✓	SU	SU	SU	SU			SU		SU	SU	P			P			P	SU				
Hospital or Clinic	✓									P						SU	SU						P
Hospital related out-patient services (Ambulatory and Especially Outdoor)																							P
Hotel							SU		P	P					P	P							SU
Kennel, Non-commercial (4 dogs max, must be at least 90 days old)		SU	SU	SU	SU																		
Laboratories, Medical and Dental																							P
Laundromat								P	P	P	SU											SU	
Licensed Day Care center							SU	P	SU		SU						P						SU
Locksmith shop								P	P	P													
Medical or dental services and clinics								P	P	P		P	P				P						
Motel									P	P						P							SU
Motor Vehicle Farm (Used) Merchant Wholesalers																P							
Motor Vehicle Towing																P							
Neighborhood retail, service or office uses	✓					SU	SU				SU												
Office space for governmental, business, professional: including but not limited to construction contractors, general contractors, heavy equipment contractors, special trade contractors, engineers, architects and land surveyors																P							
Office Uses									P	P		P	P	P									
Office, Medical or Clinic									P	P						P	P						P
Office, professional						SU			P	P	SU				P	P	P						SU
Office, temporary for on-site construction functions									P	P						P							
Outdoor recreation entertainment facilities												SU	SU	SU	P								
Personal Service business									P	P						P							
Personal Service establishment						SU	SU	P	P	P	SU				P	P				SU		SU	
Pharmacy															P							SU	P
Photographer's studio								P	P	P					P								
Recreational facility											P					P							
Research or experimental laboratory																P [*7]							
Restaurant, Café - see Eating Establishments								P	P	P					P	SU						SU	
Retail business						SU		P	P	P		P [*7]	P [*7]	P [*7]	P	SU				SU		SU	
Retail dry cleaner, see Laundromat																				SU			
Retail Uses													S	P									
Shoe Repair								P	P							P							
Sidewalk café, see Section 722												P	S	P		P							
Stadiums, see Section 701																							
Studio - Art, music, dance, or other								P	P	P						P	P						
Temporary Firework Stands										P [*12]													
Theatre, see also Section 716													P	P		P	P						
Veterinary Services, clinics or hospitals	✓						SU	P	P	P						P							

INDUSTRIAL																							
Building, Facility, or Land for the distribution of utility services																P	P						
Central Trash Collection Dumpsters																P [*13]							
Enclosed commercial storage									P														
Exercise display and sales facility																S							
Junkyard - see Open, outdoor storage																P [*13]							
Light Industrial Use																P							
Manufacturing																P [*13]							
Newspaper publishing facility									P	P		P [*7]	P [*7]	P [*7]		P							
Open, Outside Storage of Materials, Vehicles, and Other Goods										P [*13]						P							
Radio and/or television and/or transmission tower	✓															P	SU		SU				
Repair, accessory structure or service facility incidental to the principal use																P [*7]							
Retail Business, Heavy Equipment																P [*7]							
Self-Storage Facility	✓									P						P							
Warehouse																P							
Warehouse or other storage facility										P						P							
Wholesale Business									P							P							

INSTITUTIONAL																							
Cemetery, see Section 903	✓																P						
Churches, see Places of Worship																							
Commercial Trade or Vocational school																P							
Cultural facilities, see also Section 701									P								P						
Funeral Home	✓						SU	P		P						P							SU
Government office/facility									P	P	SU	P [*7]	P [*7]	P [*7]	P	P [*7]	P						
Government uses													P	P	P								
Institutional uses													P	P									
Neighborhood Clubhouse		SU	SU	SU	SU	SU	SU											P					
Places of Worship, see Section 721		SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU	SU
Private or Public Club, Lodge, Social Center or Meeting Room									P			P [*7]	P [*7]		P								
Publically owned building, facility, land									P	P							SU [*7]	P					
Schools: Colleges/Universities, elementary, middle, high, postsecondary, vocational/commercial																		P					

RESIDENTIAL									[*8]	[*9]							[*9]						
Accessory dwelling/unit - See Accessory Uses	✓										P							P					
Aeronautical related uses																					P		
Airport-related accessory uses																					SU		
Assisted care, retirement center, and nursing home		SU	SU	SU	SU	SU	SU				SU							SU	SU				
Cluster Development	✓					P						P	P	P				P					
Dwelling, Single-Family Attached (including Townhouses)						P	P				P [*14]	P	P	P				P					
Dwelling, Multi-Family, Senior Housing						P	P			SU	P [*14]	P	P	P				P		P		P	
Dwelling, Single-Family Detached	✓ unless	P	P	P	P	SU					P	P						P					
Dwelling, Two-family (duplex)						P					P							P					
HRB: Development pursuant to Section 605-B and C		P	P	P	P	P	P																
Live/Work, Efficiency lot unit apartment over ground floor level	✓									P	P	P	P	P	P	P	P	P					
Manufactured Homes in accordance with Section 606A	✓				P													P					
Personal care home, group home for disabled persons, and boarding home		SU	SU	SU	SU	SU	SU											SU					
Residential dwelling, provided the existing structure was originally constructed as a residential dwelling (single or multi-family) and/o located on West Poplar Street or West Solomon Street									P	P						P							
Vertical Mixed Use													P	P									
Watchman's or caretakers single family home	✓															SU		P					

OTHER																							
Accessory uses and structures as provided in Section 504	✓	P	P	P	P	P	P				P							P					
All permitted uses in underlying zoning district																					P		
Also permitted use in PCD																P							
Building facility or land for non-commercial park or recreation; Thoroughfares; Open space, or Public body of water and storm water																	P						
Building, Facility, Land for Parking	✓								P							P							P
Building, Facility, Land for Parking	✓								SU	SU						P							
Mass Transit Station													P			SU							
Places of Assembly Overlay District (PAO) [*15]		SU	SU	SU	SU						P					SU	P						
Places of Assembly in accordance with Section 721		SU	SU	SU	SU																		
Railroad or bus passenger station									P							SU							
Transit Station	✓								P				P			SU	P						
Transportation terminal																SU	P						
Transportation terminal in conjunction with a mass transit station													P			SU							

[*1] Residential dwelling provided that the existing structure was originally constructed as a residential dwelling (single-or multi-family) and is located on West Poplar Street or West Solomon Street.

[*2] All operations are conducted entirely within a building and no noise, vibration, smoke, gas, fume, odor, dust fire hazard, radiation, or other injurious or obnoxious condition related to the operation creating a nuisance beyond the premises.

[*3] Such use shall be properly screened from view from adjoining streets and properties by a suitable fence or wall at least six feet in height above finished grade. The required fence or wall must provide for a reasonable visual separation between the use and adjoining properties.

[*4] The operation of the repair or service facility does not constitute a nuisance to adjoining properties and the operation is not otherwise prohibited in the zoning district.

[*5] Commercial uses are only allowed in multi-family developments, on the ground floor, not to exceed 20% of the floor area of the development exclusive of structured parking areas. In no case shall commercial uses exceed 20,000 square feet.

[*6] In order to maintain the integrity of single-family neighborhoods in the LDR-A, B, C zoning districts prohibit all uses except agricultural as noted and uses permitted under the Places of Public Assembly as provided in Section 721 of this ordinance.

[*7] Other neighborhood retail, personal service or office uses that are primarily for use of residents of the HDR-A, B zoning districts provided that they are conducted entirely in a permanently enclosed building and the buildings shall be an architectural design compatible with the dwelling within the HDR-A, B development.

[*8] Single-family attached dwelling, provided that such dwellings shall not represent more than 25% of total dwelling units within the proposed development nor shall such dwellings be established on the perimeter of the PRD development that adjoins LDR-A, B, C zoning districts.

[*9] A Special Use permit is required for all assembly uses over 3,000 square feet.

[*10] Fireworks Retail Sales Facility or Store must meet the minimum standards of NFPA 1124 for new and existing buildings.

[*11] Occupancy will be based on the requirements set forth in the International Residential Code (IRC)/International Building Code (IBC) and the National Fire Protection Association (NFPA) 101 Life Safety Codes (2012)/International Fire Code (IFC) 2012.

[*12] Consumer Fireworks Retail Sales Stands are allowed along the following commercial corridors: North Expressway, US 19/41 and Taylor Street/US 16.

[*13] Outside storage is prohibited; however, uses categorized as Automotive Engine Repair and Replacement, Motor Vehicle Parts (Used) Merchant Wholesalers, Automotive Tire Dealers, Motor Vehicle Towing, and Automotive Body, Paint and Interior Repair and Maintenance shall have no more than four motor vehicles per exterior service bay, which is a hayjgarage door located on the outside of the principal business structure or shall have no more than the number motor vehicles which can be legally parked in a paved, striped parking lot in conformance with the Unified Development Code, Articles II and X, as required.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a Resolution to amend the City of Griffin's Fiscal Year 2022-2023 Operating & Capital Budget in the amount of $155,921.30. *Budget Analyst, Angela Thompson will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

This budget amendment re-allocates existing appropriations of funds in order to account for the recognition of purchases that result from budgetary changes and accounting treatments for compliance between the nature of the purchase and with the chart of accounts; account for the recognition of grant funds received and appropriate those funds for expenditure; and rescind the appropriation of funding for a project that has been cancelled.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The budget amendment re-allocates $35,090.00 in funds that have previously been appropriated, appropriates an additional $20,000.00 in grant funds that were not previously budgeted, and rescinds appropriations of $100,831.30.

Submitted By:
Angela Thompson

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
AGENDA ITEM 20230228 BA Resolution Housekeeping BA#2.pdf
AGENDA ITEM 20230228 BA Resolution Housekeeping BA#2 detail attachment.pdf

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023 BUDGET IN THE AMOUNT OF $155,921.30

WHEREAS, the Board of City Commissioners is charged with the preparation of an annual budget for the City of Griffin; and

WHEREAS, on June 14, 2022, the Board of City Commissioners adopted the Fiscal Year 2023 Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's Fiscal Year 2022-2023 Operating and Capital Budget by reallocating $35,090.00 within the General Fund, Water & Wastewater Fund, Electric Fund, Golf Course Fund and Downtown Development Authority Fund; Appropriate additional funds totaling $20,000.00 received from the Georgia Municipal Association Workers' Compensation and Safety Grant within the General Fund, Electric Fund, and Stormwater Fund; and Rescind the appropriation of 100,831.30 in the General Fund for Wayfinding Signage

BE IT RESOLVED by the Board of City Commissioners this 28th day of February, 2023, that the Fiscal Year 2023 Budget be, and is hereby, amended in the amount of $155,921.30 as follows:

SEE DETAILED FISCAL YEAR 2023 HOUSEKEEPING BUDGET AMENDMENT #2 - Attached

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

Fiscal Year 2022-2023 Budget
Housekeeping Amendment #2

Item or Project	Account Number	Account Description	Budgetary Debit	Budgetary Credit
To reclass funds from Street Department to Citizen Engagement for additional Banner Sign Brackets	101-4220-53-1120-0000	Operating Supplies		(3,153.00)
To reclass funds from Street Department to Citizen Engagement for additional Banner Sign Brackets	101-1570-53-1600-0000	Tools & Small Equipment	3,153.00	
To reclass contingency funds for Wayfinding Sign project to pay contract cancellation payment to vendor	101-7510-57-9000-0000	Contingency		(14,985.00)
To reclass contingency funds for Wayfinding Sign project to pay contract cancellation payment to vendor	101-7510-53-1700-0000	Other Supplies	14,985.00	
To remove remaining budgeted revenues and appropriations for the now cancelled Wayfinding Sign project	101-7510-57-9000-0000	Contingency		(102,446.30)
To remove remaining budgeted revenues and appropriations for the now cancelled Wayfinding Sign project	101-7510-33-6100-0000	Grant Revenue	1,400.00	
To remove remaining budgeted revenues and appropriations for the now cancelled Wayfinding Sign project	101-7510-37-1000-0000	Donations from Private Sources	99,431.30	
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	101-1320-52-2200-0000	Repair & Maintenance Services	970.00	
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	101-1555-53-1400-0000	Publications & Subscriptions	2,192.00	
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	101-1665-53-1120-0000	Operating Supplies	2,523.64	
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	101-4220-53-1120-0000	Operating Supplies	299.00	
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	101-4270-53-1120-0000	Operating Supplies	1,218.04	
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	510-4630-53-1600-0000	Tools & Small Equipment	5,140.00	
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	560-4720-53-1120-0000	Operating Supplies	2,082.80	
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	560-4720-52-3700-0000	Tuition & Conference Registration	465.52	
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	540-4532-54-2500-0000	Capital Equipment	5,109.00	
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	540-4532-54-9999-0000	Capital Outlay Distributed		(5,109.00)
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	101-1320-37-1004-0000	GMA Safety Grant		(970.00)
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	101-1555-37-1004-0000	GMA Safety Grant		(2,192.00)
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	101-1665-37-1004-0000	GMA Safety Grant		(2,523.64)
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	101-4220-37-1004-0000	GMA Safety Grant		(299.00)
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	101-4270-37-1004-0000	GMA Safety Grant		(1,218.04)
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	510-4630-37-1004-0000	GMA Safety Grant		(5,140.00)
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	560-4720-37-1004-0000	GMA Safety Grant		(2,548.32)
To recognize receipt of GMA Workers' Comp and Safety Grants and appropriate funds for expenditure	540-4532-37-1004-0000	GMA Safety Grant		(5,109.00)
To reclass funds to cover the increased cost for Electric Facilities Cantilever Racks	510-4670-54-2500-0000	Other Equipment	3,392.00	
To reclass funds to cover the increased cost for Electric Facilities Cantilever Racks	510-4630-53-1120-0000	Operating Supplies		(3,392.00)
To reclass money for Firefighter physicals between fire department divisions	101-3520-52-1200-0000	Professional Fees		(680.00)
To reclass money for Firefighter physicals between fire department divisions	101-3510-52-1200-0000	Professional Fees	60.00	
To reclass money for Firefighter physicals between fire department divisions	101-3530-52-1200-0000	Professional Fees	620.00	
To reclass unused funds for Golf Course Aerator to Tools & Small Equipment for purchase of a bed knife grinder	591-5130-54-2500-0000	Other Equipment		(3,000.00)
To reclass unused funds for Golf Course Aerator to Tools & Small Equipment for purchase of a bed knife grinder	591-5130-54-9999-0000	Capital Outlay Distributed	3,000.00	
To reclass unused funds for Golf Course Aerator to Tools & Small Equipment for purchase of a bed knife grinder	591-5130-53-1600-0000	Tools & Small Equipment	3,000.00	
To reclass funds from Commissioners to Elections for increased 2023 Call for Elections advertising costs	101-1110-52-3300-0000	Advertising		(120.00)
To reclass funds from Commissioners to Elections for increased 2023 Call for Elections advertising costs	101-1401-52-3300-0000	Advertising	120.00	
To reclass funds from Blanton Mill Operating Supplies to Capital due to cost of required equipment	505-4334-53-1120-0000	Operating Supplies		(6,510.00)
To reclass funds from Blanton Mill Operating Supplies to Capital due to cost of required equipment	505-4331-54-2500-0000	Capital Equipment	6,510.00	
To reclass funds from Blanton Mill Operating Supplies to Capital due to cost of required equipment	505-4331-54-9999-0000	Capital Outlay Distributed		(6,510.00)
To reclass funds for DDA Board Member Binders from Printing & Binding to Operating Supplies	953-6555-52-3400-0000	Printing & Binding		(250.00)
To reclass funds for DDA Board Member Binders from Printing & Binding to Operating Supplies	953-6555-53-1120-0000	Operating Supplies	250.00	
			155,921.30	(166,155.30)

Total Revenue	100,831.30	(20,000.00)
Total Expenditures/Expenses	55,090.00	(146,155.30)
Total Transfers In	-	-
Total Transfers Out	-	-
Total Debits/Credits	155,921.30	(166,155.30)

General Fund	126,971.98	(128,586.98)
Water & Wastewater Fund	6,510.00	(13,020.00)
Electric Fund	8,532.00	(8,532.00)
Solid Waste Fund	5,109.00	(10,218.00)
Stormwater Fund	2,548.32	(2,548.32)
Golf Course Fund	6,000.00	(3,000.00)
DDA Fund	250.00	(250.00)
	155,921.30	(166,155.30)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a one-year contract with Peachtree Recovery Services, Inc. (PRS) for identification of damage to City property and the collection of third-party property damage claims. *Risk Manager, Greg Poole, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

PRS will identify damaged City property via an online review of police reports and referrals to determine liability of responsible third-party, will invoice and collect reimbursement for damaged property from the the third party and/or its insurance carrier, and will forward monthly payments to the City for its portion of the total reimbursement collected.

PRS is not a new vendor; this is a new one-year contract issued as the previous three-year contract has expired.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

PRS will retain 19% of all amounts recovered for each claim after deduction of any paid administrative fee, any PRS reimbursed expenses, and any city litigation costs. PRS will forward the remaining 81% for each claim to City as collected (30 days in arrears) on a monthly basis with payment sent direct to the City's Finance Dept. Monthly progress reports will also be emailed to the Risk Manager and Finance Dept.

During the past 3 years (2020-2022), over $109,000.00 has been returned to the City based on the efforts of PRS.

Submitted By:
Greg Poole

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
PRS-Ready for Board approval.pdf

AGREEMENT FOR PROPERTY DAMAGE (THIRD PARTY RESPONSIBLE) RECOVERY SERVICES [22-1024]

This Agreement for Property Damage (Third Party Responsible) Recovery Services ("Agreement") is made and entered into by and between Peachtree Recovery Services, Inc., ("Product or Service Provider" or "PRS") and the City of Griffin ("CLIENT") and is effective on the date signed by both of them (the "Effective Date".)

RECITALS

WHEREAS, CLIENT is a municipal government or consolidated municipal/county government of the State of Georgia; and

WHEREAS, CLIENT is eligible to purchase the Services described below ("Services") in accordance with the terms of this Agreement, and

WHEREAS, CLIENT and PRS acknowledge that this Agreement is solely between CLIENT and PRS; and

WHEREAS, PRS warrants that it provides the Services in compliance with all applicable laws and standards applicable to PRS's industry; and

WHEREAS, PRS warrants that it has and will keep in effect at its sole expense all licenses, permits, qualifications, and approvals which are legally required to provide the Services; and

WHEREAS, **Exhibits A.1, A.2, A.3,** and **A.4** are incorporated in this Agreement as if fully restated;

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT and PRS (each individually a "Party" and collectively the "Parties") agree to the Recitals above and as follows.

1. Services and Compensation

PRS will perform the services described in the Statement of Work attached as **Exhibit A.1** for the compensation described below. **PRS does not provide any form of legal or tax services pursuant to this Agreement.**

a. PRS shall retain nineteen per cent (19%) of all amounts recovered for each claim after deduction of any Paid Administrative Fee, any PRS Reimbursed Expenses, and any CLIENT Litigation Costs (each defined in **Exhibit A.1**). PRS shall forward the remaining eighty-one percent (81%) for each claim to CLIENT.
b. PRS shall pay CLIENT thirty (30) days in arrears on a monthly basis for damage claims recovered during the previous month. Such payments shall be accompanied by an emailed or other electronic progress report in a form similar to the form included in **Exhibit A.2**. PRS always will include the Agreement number on such reports.

c. PRS shall provide such payments and reports to the primary contact at CLIENT set forth in "Notices" below, and CLIENT shall notify PRS promptly of any change to the primary contact or the primary contact's information.
d. PRS shall not perform services for CLIENT except those listed in **Exhibit A.1**.

2. Performance Standards for Services and Compliance with Laws

PRS shall use its best efforts and work diligently to perform the services. PRS will comply with laws, ordinances, rules, and regulations that directly apply to its rendering of services to CLIENT pursuant to this Agreement. In the event it appears to CLIENT that PRS is failing to substantially comply with the quality of services or the specified completion schedule of its duties under the Agreement, Client shall provide written notice thereof to PRS. The notice must identify specific incidents or circumstances comprising the conditions of the complaint. As soon as possible after receipt of said notice, the appropriate representatives of both parties shall meet to discuss the conditions of the complaint.

3. Confidential Information and Open Records Act Compliance

Confidential Information. PRS will obtain electronic access to non-public information relating to CLIENT and CLIENT's property by providing a copy of this Agreement to the entity that manages electronic databases containing such information. PRS agrees that it will only use the non-public information in these databases in order to perform the Services. PRS reviews the information on the electronic databases and does not download or copy information from the databases into its own information systems or paper files.

PRS affirms that it does not need to create or maintain custody of personally identifiable information that must be safeguarded under applicable law in order to perform the Services. Personally identifiable information includes the following: dates of birth, phone numbers, emails and account numbers of individuals, social security numbers, medical information, or information commonly used in identity theft. To the extent PRS reviews such information in the electronic databases, PRS shall not make any record of such information and shall maintain the confidentiality of such information.

Notwithstanding the above, PRS will maintain contact information, checks, and other banking information from responsible third parties and their insurance carriers. PRS shall safeguard such information as it safeguards its own financial account information and shall keep the information confidential.

PRS will not accept credit card payments from responsible third parties and will not maintain any payment card information as a result of this Agreement.

Open Records Act Compliance. If disclosure of information covered by this Agreement is required pursuant to the Georgia Open Records Act (i.e., O.C.G.A. § 50-18-70, et. seq.) or other state or federal law, the recipient may make the required disclosure provided that the recipient must, if permitted by law, advise the other party promptly of the request for disclosure and cooperate with the other party in responding to it. The parties shall clearly identify any document or types of documents submitted to each other that include trade secrets and submit an affidavit with respect to such documents in accordance with O.C.G.A. § Section 50-18-72(a)(34). The parties will follow the provisions of the O.C.G.A. § 50-18-72(a)(34) with respect to any requests under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et. seq.) for such documents.

4. Term

This Agreement shall be effective on the Effective Date and shall continue for three years unless terminated by either Party in accordance with the Termination provisions of this Agreement. This Agreement shall be renewed automatically under the updated terms and PRS and provided by PRS to Client at least ninety (90) days prior to the end of the three-year term, unless otherwise terminated in accordance with the Termination

provisions or unless either Party notifies the other in writing at least sixty (60) days prior to the end of the term of a desire not to renew.

5. Indemnification

To the extent permitted by Georgia law, CLIENT shall indemnify, defend, and hold harmless PRS and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from CLIENT's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

PRS shall indemnify, defend, and hold harmless CLIENT and its officers, directors, agents, and employees, from and against any and all third party claims and actions arising from PRS's negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this Agreement.

6. Insurance

PRS shall maintain, throughout the term of this Agreement, at its own expense comprehensive general liability insurance that includes contractual liability, with limits of no less than $1,000,000 per occurrence and $2,000,000 aggregate and professional liability (errors & omissions) insurance with limits of no less than $1,000,000 per claim and $2,000,000 aggregate. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. Said insurance policies shall cover all activities performed by PRS, its agents, officers, and employees under this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to CLIENT.

During the term of this Agreement, PRS shall fully comply with worker compensation laws. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies insuring against any liability PRS may have for worker's compensation if such a policy is required by law.

7. Federal Work Authorization Affidavit

PRS performs services for CLIENT as a result of this Agreement and compensation for services may exceed the minimum set forth in O.C.G.A. Section 13-10-91, as amended from time to time. Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, PRS will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). PRS shall complete and execute the Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.3** to this Agreement, or a similar affidavit that meets the requirements of the law.

If PRS subcontracts any services described in this Agreement, PRS shall require the subcontractor to attest to its compliance with O.C.G.A. Section 13-10-91, as amended from time to time, and complete and execute the Subcontractor to a Service Provider E-Verify Compliance Affidavit attached as **Exhibit A.4** or a similar subcontractor affidavit that meets the requirements of the law. PRS shall maintain any completed affidavit and make a copy of it available to CLIENT upon request. PRS shall ensure that any subcontractor E-Verify affidavit becomes a part of its agreement with the subcontractor.

8. Notices

All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt

or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth below, or at such other addresses as the parties may provide in writing from time to time.

CLIENT:

Greg Poole, Risk Manager

100 South Hill Street, 4th Floor
Griffin, GA 30223
gpoole@cityofgriffin.com

Office: 770.233.2932 | cell: 678.758.1539

PRS:

Peachtree Recovery Services, Inc.
Todd Rhoad
CFO
7778 McGinnis Ferry Road #306
Suwanee, GA 30024
(678) 230-7594
todd.rhoad@peachtreers.com

9. Termination

a. Termination by CLIENT.
Termination for Cause. CLIENT shall have the right to terminate this Agreement: if PRS commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach and CLIENT's intention to terminate the Agreement unless cured.
Termination for Convenience. CLIENT may terminate this Agreement for convenience with thirty (30) days written notice to PRS.

b. Termination by PRS.
PRS may terminate this Agreement for any reason with one hundred twenty (120) days prior written notice to CLIENT.

c. Effect of Termination.

Upon receipt of notification that this Agreement will be terminated, PRS shall notify the primary contact at any governmental entity that manages access to non-public databases of the date of the termination. Then PRS shall take all other necessary steps to terminate the access to such databases that was granted to PRS solely as a result of this Agreement.

Upon receipt of notification that this Agreement will be terminated, PRS will notify all contacts for open claims of the date the Agreement will terminate and provide instructions for the contact to communicate directly with CLIENT about the open claims after that date.

If PRS receives a payment for a claim after the termination date, PRS shall forward the entire payment to CLIENT without deducting any amount from the payment.

No later than one hundred twenty (120) days after the termination date, PRS shall provide CLIENT an electronic copy of all documents PRS developed or maintained on behalf of CLIENT in order to provide the Services.

10. Survival

The terms of the following Sections shall survive any termination of this Agreement:

Ownership and Use of Work Product

Confidential Information

Indemnification

Notices

Effect of Termination

Miscellaneous (Waiver and Severability, Governing Law, Dispute Resolution, No Third Party Beneficiaries, Records Maintenance, Retention and Audit)

11. Miscellaneous

a. Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Agreement will continue in full force and effect.

b. Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in the county in which CLIENT is located and the parties hereby consent to the jurisdiction of such court.

c. Dispute Resolution.

i. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored.

ii. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of any state.

d. No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

e. Excused Performance. Neither CLIENT nor PRS shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which PRS is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in

part by CLIENT, provided however, that CLIENT notifies PRS in writing within ten (10) business days of discovering such delays.

f. Records Maintenance, Retention and Audits. PRS shall maintain all records pertaining to this Agreement until the earlier of the date PRS delivers an electronic copy of such records to CLIENT or five years after termination of this Agreement. PRS's accounting procedures and practices shall conform to generally accepted accounting principles. Upon the request of CLIENT after reasonable notice to PRS, PRS shall make available to CLIENT such records as may be necessary to enable CLIENT to conduct an audit to assure that the appropriate fees have been charged to CLIENT.

   Authorized representatives of CLIENT may at all reasonable times have access to review and inspect the Agreement activities and data collected under the terms of this Agreement and any amendments thereto. If CLIENT desires to conduct an audit of all or a portion of claims filed on behalf of CLIENT and the amounts paid to CLIENT, it may do so after providing thirty (30) days written notice to PRS. All books, documents, plans, papers, records, drawings, studies, specifications, estimates, maps and computations, prepared by or for the PRS under the terms of this Agreement, shall be available to authorized representatives of CLIENT for inspection and review at all reasonable times in the general offices of CLIENT or the office of PRS as determined by CLIENT. PRS shall correct, at its expense, any errors in its work. If any errors result in additional amounts due to CLIENT, PRS shall forward such additional amounts to CLIENT promptly.

g. Subcontracting Performance of Services. PRS may subcontract with engineers, experts and others to provide assistance to PRS in the valuation of claims without first obtaining CLIENT's written consent. PRS may subcontract the performance of other portions of the Services only with CLIENT'S prior written consent.

h. Assignment of Agreement. PRS may not assign this Agreement.

i. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.

j. No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.

k. Changes in PRS Organization. PRS shall notify CLIENT in writing within five (5) business days upon PRS taking any action to change its corporate structure, including voluntary or involuntary bankruptcy proceedings, company mergers, company acquisitions, changes in corporate names, changes in corporate officers, changes in governing structure, and similar relevant information. Such notification shall identify how the change in corporate business structure will impact CLIENT, including payments to PRS, and PRS shall identify how these impacts to CLIENT will be mitigated.

l. Drug-Free Workplace. PRS certifies that a drug-free workplace will be provided for PRS's employees during the performance of this Agreement.

m. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts of this Agreement taken together shall constitute one Agreement.

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

City of Griffin (CLIENT)	**Peachtree Recovery Services, Inc. (PRS)**
By: _____	By: Todd Rhoad
Name: Douglas S. Hollberg	Name: TODD RHOAD
Title: Mayor	Title: CFO
Date: _____	Date: 2/3/2023

Attest: _____
Jessica O'Connor, Secretary

Seal Affixed

Approved as to form:

By: Andrew J. Whalen, III
Andrew Whalen, III
City Attorney

I, _____, a Notary Public of _____ County of the State of _____, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of this Agreement on behalf of said Contractor.

Witness my hand and notarial stamp or seal, this _____ day of _____, 2022.

My commission expires: _____ (SEAL)

EXHIBIT A.1

STATEMENT OF WORK

Peachtree Recovery Services, Inc. (PRS) will identify the potential damaged CLIENT property claims through online review of police reports and referrals, determine through various means the third party responsible for the damage, and invoice and collect from the third party or the third party's insurance carriers on CLIENT property damage claims. PRS will perform the following duties as part of its service.

Duties Performed by PRS

A. Process Development

PRS will develop a process for identification of damaged property, identification of the third party responsible for the damage, identification of the third party's insurance coverage, and development of the cost of damages.

1. PRS shall have and exercise specific methodology authority over the method and manner of damage claim information collection and submission to the responsible party or their insurance carrier.

2. PRS shall monitor all statutes of limitations and make proper notice on all claims submitted, including maintaining a status report of all pending claims that specifies the expiration date of the corresponding statute of limitation. However, PRS shall have no liability for any statute of limitation or notification issues.

3. Retention of Counsel and Legal Expenses. PRS may recommend claims for litigation. The City of Griffin ("CLIENT") is responsible for all aspects and expenses of the litigation process on any claim, including but not limited to the engagement of attorneys, filing fees and court costs. PRS shall never engage an attorney or file a legal action on behalf of CLIENT.

4. Non-litigation. Except when CLIENT's insurance carrier is or will be involved with a loss, PRS has complete authority to submit, sign notice of claim forms, compromise, settle and release third parties from claims for property damage owed to CLIENT, so long as the amount of recovery to be paid in settlement will be 75% or more of the base damages (the amount billed minus any charged Administrative Fees and Expenses), and to execute such documents that are necessary to its exercise of this authority. If the amount of recovery to be paid in settlement will be less than 75% of the base damages amount, PRS shall obtain written approval from CLIENT to perform any such tasks. If CLIENT's insurance policy requires the claim to be subrogated to the

insurance carrier or requires the amount received to be returned to the insurance carrier, PRS shall obtain written approval from CLIENT to perform any such tasks.

5. PRS will monitor all statutes of limitations and make proper notice on all claims, including maintaining a status report on all pending claims that specifies the expiration date of the corresponding statute of limitation for each claim. PRS is not liable for any statute of limitation or notification issues.

6. Recovery of claims less than three thousand dollars ($3000) by PRS will be attempted for up to two hundred seventy days. At that time PRS will cease recovery efforts and allow for a potential response from the responsible party and/or their insurance company. If unrecovered after twelve (12) months and no promise of payment has been established, PRS will close the claim as "further efforts not warranted," provided that PRS shall promptly notify CLIENT of any decision to close such claim, and, thereafter, CLIENT shall be entitled to pursue such claim itself or through a third-party without any further or other obligations to PRS hereunder relative to such claim. If a promise of payment is established then the claim will remain open for an additional ninety (90) days.

B. Monitoring and Assessment of Damages

PRS shall monitor electronic databases containing non-public CLIENT information for damage to CLIENT's roads and facilities. PRS generally shall use its own data to estimate costs for all property damage. However, if PRS does not have appropriate data to make an assessment, CLIENT will assist PRS as needed to determine the costs of damage. PRS maintains relevant damage data on the following highway facilities:

1. Signs
2. Guardrail
3. Intelligent Transportation Management System (ITMS) facilities
4. Lighting
5. Signals
6. Paving
7. Bridges
8. Drainage Structures
9. Hazmat incidents
10. CLIENT vehicles and off road equipment except totaled vehicles and equipment

C. Identification and Pursuit

PRS shall to the extent possible:

1. Identify the individual(s) and/or company which caused the damage
2. Identify responsible third parties
3. Identify available insurance coverage maintained by the responsible third party/ies
4. Identify the specific damage to property and potential return
5. File any insurance claims with the third party's insurance carrier and pursue the maximum recovery available for the CLIENT
6. Support queries and inquiries about submitted claims
7. Interact with CLIENT offices of City Manager and City Attorney, as appropriate, to support negotiations with responsible individuals or parties and/or their representatives (such as their insurance companies) regarding:
   a. Payment process for non-insured motorists
   b. Legal actions against responsible parties
   c. Court Appearances

D. Documentation

PRS shall prepare the following:

1. Repair estimates
2. Invoices
3. Cover Letters
4. Other documentation and resources as required

E. Reporting

1. PRS shall provide electronic Monthly Reporting in a form similar to the report attached as Exhibit A.2 to the Agreement, which shall include on a per-claim basis, the total amount requested on behalf of CLIENT, the portion of that amount that was a Charged Administrative Fee, the portion of that amount that was an Expense, a description of the Expense, the amount recovered, the date of receipt, the amount compromised in settlement, the amount retained by PRS as a Paid Administrative Fee or Reimbursed Expense, and the amount forwarded to CLIENT.

F. Administration Fee

PRS may add to the damage claim filed a reasonable fee of no more than five hundred dollars ($500.00) for any claim for which the third party's insurance carrier has additional requirements during negotiations ("Charged Administrative Fee.") A Paid Administrative Fee means an Administrative Fee or a portion of an Administrative Fee that was fully paid by the third party's insurance carrier as part of the damages "on top" of the base damage claim, and therefore may be deducted from the amount recovered and may be retained by PRS. For example, if PRS submits a damage recovery claim in the amount of $4,500.00, which includes a base recovery claim of $4,000.00 plus a Charged Administrative Fee of $500.00, and the responsible third party pays the entire $4,500.00, then the $500.00 is a Paid Administrative

Fee. PRS will deduct the $500.00 from the amount recovered and use $4,000 as the recovery amount when calculating the percentage due to CLIENT. In contrast, if the responsible third party pays only $4,000.00, there is no Paid Administrative Fee and PRS will use the entire amount recovered ($4,000.00) when calculating the percentage of the recovery amount due to CLIENT.

G. Expenses and CLIENT Litigation Costs

a. PRS Charged Expenses. PRS may incur reasonable expenses in performing the Services, such as expenses for structural engineering or technical certified expert reports, and may add the amount of those expenses to the damage claim filed. Such expenses are "PRS Charged Expenses."

b. PRS Reimbursed Expenses are the entire PRS Charged Expense or a portion of the PRS Charged Expense that was paid by the third party as part of the damages "on top" of the base damage claim. PRS will deduct Reimbursed Expenses from the amount recovered and retain them, and will not include the amount of Reimbursed Expenses when calculating the percent of the recovery amount to forward to CLIENT. For example, if PRS incurs an Expense of $50.00 when preparing a $4,000.00 claim, PRS will request $4,050.00 from the responsible third party, with $50.00 being the PRS Charged Expense. If the responsible third party pays $4,050.00, the $50.00 is a Reimbursed Expense. PRS will keep the $50.00 and use $4,000.00 when calculating the percentage of recovery amount due to CLIENT. In contrast, if the third party pays only $4,000.00, PRS will not receive reimbursement for the expense and will calculate the amount due CLIENT on the entire amount received.

c. CLIENT Litigation Costs. CLIENT is responsible for all costs of litigation, including costs related to preparation of documents, depositions and court reported or recorded statements, expert witness fees, and attorneys' fees. CLIENT will include such costs in the litigated claim for damages. When the litigated claim is settled outside of court or resolved in court, the recovery amount first will be reduced by the amount of CLIENT's Litigation Costs before the remainder of the recovery amount is allocated between the Parties. If PRS receives the payment, PRS will forward to CLIENT the entire amount of CLIENT's Litigation Costs and CLIENT's portion of the remaining recovery amount to which CLIENT is entitled. If CLIENT receives the recovery amount directly, CLIENT will retain the entire amount of CLIENT's Litigation Costs and will forward to PRS the portion of the remaining recovery amount to which PRS is entitled.

Duties of CLIENT

A. Required Claims Referral When Damage is not Covered Under CLIENT's Insurance Policy

1. To prevent duplication of efforts, CLIENT shall refer all Property Damage (Third Party Responsible) claims in excess of one hundred dollars ($100) that are not covered under the CLIENT's insurance policies to PRS or notify PRS in writing of its decision to pursue a claim on its own. CLIENT will refer such claims to PRS in an electronic format, whenever reasonably possible. PRS will not be responsible for such claims under one hundred dollars ($100).
2. Claims referred to PRS by CLIENT under this subsection generally cannot be recalled by CLIENT prior to the expiration of 12 months. However, if CLIENT desires to cancel the claim, CLIENT may notify PRS that the claim is cancelled and PRS shall no longer pursue it.

B. Permitted Claims Referral When Damage is Covered Under CLIENT's Insurance Policy

1. CLIENT is solely responsible for filing claims with its own insurance carrier as it desires. Such claims include claims related to property damage caused by a third party that are covered by the insurance policy.
2. CLIENT may, but is not required, to refer Property Damage (Third Party Responsible) claims that are covered under the CLIENT's insurance policies to PRS as an alternative to filing such claims with the CLIENT's insurance policy, or in addition to filing such claims with the CLIENT's insurance policy.
3. Once CLIENT has referred a claim to PRS, the CLIENT generally may not recall the claim prior to the expiration of 12 months. However, if CLIENT has submitted a claim for damages to its insurance carrier and the carrier has not denied coverage for the claim, the CLIENT may recall the claim at any time in order to comply with the requirements of its insurance policy. PRS will have no rights to recoveries or fees for a claim paid by CLIENT's insurance carrier or for which CLIENT's insurance carrier has rights of subrogation.
4. If CLIENT's insurance carrier has paid CLIENT for a loss that includes Property Damage losses for which PRS has obtained a recovery, CLIENT is solely responsible for notifying its insurance carrier of the recovery and complying with the reimbursement provisions of the insurance policy.

C. Cooperation

CLIENT shall appoint a primary contact who will receive monthly reports, provide guidance to PRS about property valuations when necessary, approve or arrange for the approval of settlements as necessary, and otherwise provide reasonable assistance to PRS in the performance of this Agreement.

EXHIBIT A.2

Sample Monthly Report

Date of Accident	Police Report #	PRS File #	Damaged Property	Claim Status	Total Requested	Date Requested	Charged Admin Fee	PRS Charged Expense	Expense Description	Client Litig. Costs	Total Recovered	% Recovered	Date of Receipt	Net Amount Recovered (after deduction of Paid Administrative Fees, Reimbursed Expenses, Client Litig. Costs)	Amount Due to Client	Number of Days to Recover

Exhibit A.3

SERVICE PROVIDER E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned Service Provider named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the [Name of CLIENT], affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, Service Provider will continue to use the federal work authorization program throughout the contract period and will contract for the performance of services in satisfaction of such contract only with subcontractors who present to Service Provider an affidavit containing the information required by O.C.C.A. §13-10-91(b). The undersigned Service Provider attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Service Provider: Project:

Peachtree Recovery Services, Inc. **Property Damage (Third Party Responsible) Recovery Services**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on_____, 20___, in_____(city),_____(state).

_____ _____

BY: Service Provider Authorized Officer or Agent Date

_____

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____DAY OF_____, 20____

_____

Notary Public
My Commission Expires:

Exhibit A.4

SERVICE PROVIDER SUBCONTRACTOR
E-VERIFY COMPLIANCE AFFIDAVIT

By executing this affidavit, the undersigned subcontractor named below, which is an individual, firm, or corporation engaged in the physical performance of services in Georgia under a contract with the **Peachtree Recovery Services, Inc.**, affirms that it has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period. The undersigned subcontractor attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number Date of Authorization

_____ _____
Name of Subcontractor Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on_____, 20___, in_____(city), _____ (state).

_____ _____
BY: Subcontractor Authorized Officer or Agent Date

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____DAY OF_____, 20_____

_____
Notary Public
My Commission Expires

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider resolution for Hammond Drive and West Poplar Street Intersection for the acquisition of right of way in fee simple, permanent easements, and temporary construction easements authorizing the City Manager or her designee, Manley Acquisitions, Inc., to promptly initiate negotiations with the affected owners. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin Public Works department has undertaken an intersection improvement project located at Hammond Drive and West Poplar Street with financing for said project coming from appropriated SPLOST 2016 funding. The City has caused Heath & Lineback Engineers, Inc., transportation planners, to prepare Construction Plans and Drawings for said project in which interests in lands need to be acquired in fee simple, as road right-of-way, and permanent easements for slopes and drainage, together with temporary construction easements, to be obtained on, over, and across tracts or parcels of land affected by said Project. This resolution will allow for the City Manager or her designee, Manley Acquisitions, Inc., to promptly make written offers to the affected landowners.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

SPLOST 2016 funds will be used for compensation of affected owners for permanent and temporary construction easements for the construction of the intersection improvement of Hammond Drive and West Poplar Street.

Submitted By:
Mariza Eller

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Resolution_022823_final.pdf

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, DETERMINING THE NECESSITY FOR THE ACQUISITION OF LAND IN FEE SIMPLE TO BE USED AS ROAD RIGHT OF WAY, PERMANENT EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS IN, OVER AND ACROSS TWELVE (12) TRACTS OR PARCELS OF REAL PROPERTY, AS MORE PARTICULARLY SHOWN AND DESCRIBED IN CONSTRUCTION PLANS FOR CITY OF GRIFFIN TRANSPORTATION IMPROVEMENT PROJECT, "RIGHT OF WAY OF PROPOSED HAMMOND DRIVE AT WEST POPLAR STREET INTERSECTION IMPROVEMENT", AS PREPARED BY HEATH & LINEBACK ENGINEERS, INC., DATED 4/21/2022, LAST REVISED 5/13/22, A COPY OF WHICH IS ON FILE IN THE CITY PUBLIC WORKS DIRECTOR'S OFFICE; DETERMINING A PUBLIC USE FOR THE ACQUISITION OF SAID LANDS AND EASEMENTS; ESTABLISHING AN INITIAL VALUE FOR "JUST COMPENSATION" TO BE OFFERED AFFECTED OWNERS BASED INDEPENDENT FEE APPRAISALS; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO NEGOTIATE WITH THE PROPERTY OWNERS FOR ACQUISITION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Griffin has undertaken a public works project to improve transportation within the city by eliminating the present intersection at Hammond Drive and West Poplar Street, and replacing it with a roundabout, with all financing to come from appropriated SPLOST funding (hereafter, the "Project");;

WHEREAS, the City has caused Heath & Lineback Engineers, Inc., transportation planners, to prepare Construction Plans and Drawings for said Project, dated April 21, 2022, last revised May 13, 2022, including individual site plans for private property in which interests in lands are needed to be acquired in fee simple, as road right-of-way, and permanent easements for slopes and drainage, together with temporary construction easements, to be obtained on, over, and across tracts or parcels of land affected by said Project; said Plans being on file for public inspection and copying in the City Administrative Offices, Third Floor, One Griffin Center, 100 South Hill Street, Griffin, Georgia, and hereby incorporated by reference as if fully set out herein (hereafter, the "Plans");

WHEREAS, this Board of Commissioners has considered such Plans and finds the Project to serve a valid and viable public purpose; i.e. transportation enhancements, for which the acquisition of right of way in fee simple, permanent easements, and temporary construction easements, as more fully shown or depicted upon said Plans, is necessary to implement the Project, and that the legal interests acquired will be used for a proper public purpose and fulfill a public need; and

WHEREAS, this Board further finds that when temporary construction easements are necessary such easements should be acquired for the limited duration of Project construction and final acceptance, but not to exceed one (1) year from date of acquisition, whichever occurs first;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of said City, as follows:

1. Inasmuch as it is within the powers granted to this municipal corporation to own and acquire real property, in fee simple or lesser interest than fee simple, i.e. easements, for construction and operation of its street system and transportation projects, with the duty to maintain, repair and replace said infrastructure as warranted, there is hereby declared the necessity to acquire addition land in fee simple for road right-of-way purposes, and permanent and temporary construction easements, as shown and more particularly described on the Project Plans, which are attached hereto as Exhibit "A" and, by reference, incorporated herein, for public use and purpose.

2. The whole tracts from which right-of-way, permanent and temporary easements, are to be acquired or taken have been appraised by an independent fee appraiser, who also considered consequential damages, if any, to remainders. Based upon said appraisals, this Board hereby establishes amounts for the initial offers of "just compensation", to be made in writing to affected landowners and/or interested parties, as shown in Exhibit "B", COMPENSATION SUMMARIES, attached hereto and, by reference, made a part hereof.

3. This Board of Commissioners directs the City Manager or her designee, Manley Acquisitions, Inc., to promptly make written offers to the affected landowners in the full amount shown in Exhibit "B" for the acquisitions in fee simple, permanent easements, and/or temporary construction easements needed for this Project as shown on said Project Plans.

4. The City Manager and/or her designee(s) are hereby authorized to promptly initiate negotiations with the affected owners, provided, any negotiated settlement in excess of just compensation (as established herein) by twenty (20%) or greater, shall be brought back before this Board of Commissioners for final approval.

5. Should it appear to the City Manager that any owner(s) refuses to negotiate in good faith, or if she cannot successfully complete negotiations with said owner(s) within a reasonable time following the City's initial offer, the City Manager shall promptly inform this Board in order it may consider whether to exercise its power of eminent domain in accordance with the procedures provided by law.

SO RESOLVED, this 28th day of February, 2023.

CITY OF GRIFFIN, GEORGIA

By:_____
Douglas S. Hollberg, Mayor

Attest:_____
Jessica W. O'Connor, Secretary

(SEAL)

EXHIBIT "A"

PROJECT PLANS

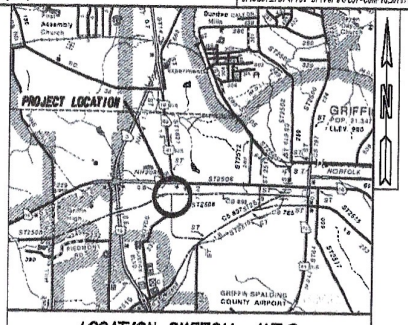
4/21/2022 USER:jkelly | GRIFFIN S:\PROJECT_FILES\Pilot Drives\PILOT-CONFIG_Intersection-FILES\FILEDOT_Pen_Table.tbl | J:\2019044\2019044\03_DGN\2019044_01-0001.dgn GRADY | CITY OF GRIFFIN PUBLIC WORKS | P.I. No. N/A

CITY OF GRIFFIN - PUBLIC WORKS

PLAN AND PROFILE OF PROPOSED
HAMMOND DRIVE AT WEST POPLAR STREET
INTERSECTION IMPROVEMENT

SPALDING COUNTY

FEDERAL ROUTE * N/A
STATE ROUTE * N/A
P.I. NO. N/A



LOCATION SKETCH - N.T.S.

DESIGN DATA: HAMMOND DRIVE AT WEST POPLAR STREET INTERSECTION IMPROVEMENT
TRAFFIC A.D.T.: 4,737 (HAMMOND DRIVE) (2025)
TRAFFIC A.D.T.: 4,737 (HAMMOND DRIVE) (2045)
TRAFFIC A.D.T.: 6,558 (WEST POPLAR STREET) (2025)
TRAFFIC A.D.T.: 7,712 (WEST POPLAR STREET) (2045)
SPEED DESIGN: 30 MPH (HAMMOND DRIVE)
35 MPH (WEST POPLAR STREET)
DIRECTIONAL DIST.: 50%
% 24 HR. TRUCKS: 2.1%

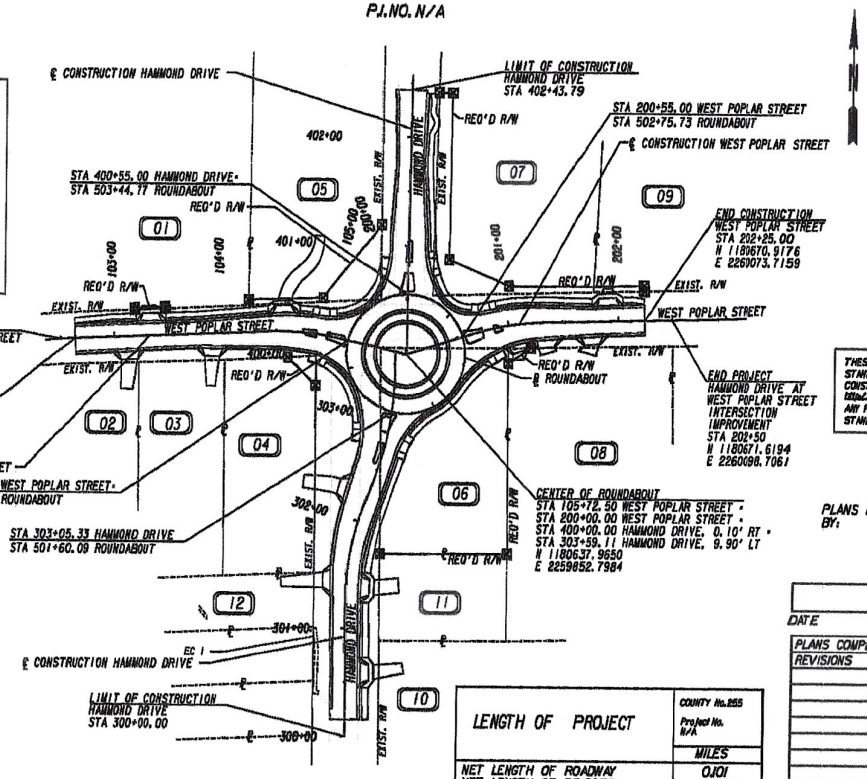
FUNCTIONAL CLASS:
HAMMOND DRIVE: MINOR ARTERIAL
WEST POPLAR STREET: MINOR ARTERIAL

THIS PROJECT IS 100% IN SPALDING COUNTY AND IS 100% IN CONG. DIST. NO. 3.

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1994 (NAD 1983) WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

CENTER OF ROUNDABOUT
STA 105+72.50 • STA 200+00.00
N 1180637.9650
E 2259852.7984
LAT. 33.2457°
LONG. -84.2868°

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANY WAY INDICATED THEREON, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.



LENGTH OF PROJECT	COUNTY No. 255 Project No. N/A
	MILES
NET LENGTH OF ROADWAY	0.101
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF PROJECT	0.101
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF PROJECT	0.101

NOTE:
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED OR TO BE USED IN CONNECTION WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA", "STATE HIGHWAY DEPARTMENT", "GEORGIA STATE HIGHWAY DEPARTMENT", "HIGHWAY DEPARTMENT", OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN THE DEPARTMENT OF TRANSPORTATION.

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE 2022 CONSTRUCTION STANDARDS AND DETAILS BOOK AND ATTACHED APPLICABLE REVISIONS. THE 2022 CONSTRUCTION STANDARDS AND DETAILS BOOK IS AVAILABLE AT: http://engineering.dot.ga.gov/doh/pubs/ConstructionStandardsAndDetails/Forms/AllItems.aspx
ANY REVISIONS CONTAINED WITHIN THIS PLAN SET SUPERSEDE THE 2022 CONSTRUCTION STANDARDS AND DETAILS BOOK WHICH THEY REVISE OR IN WHICH THERE IS A CONFLICT.

PLANS PREPARED BY:

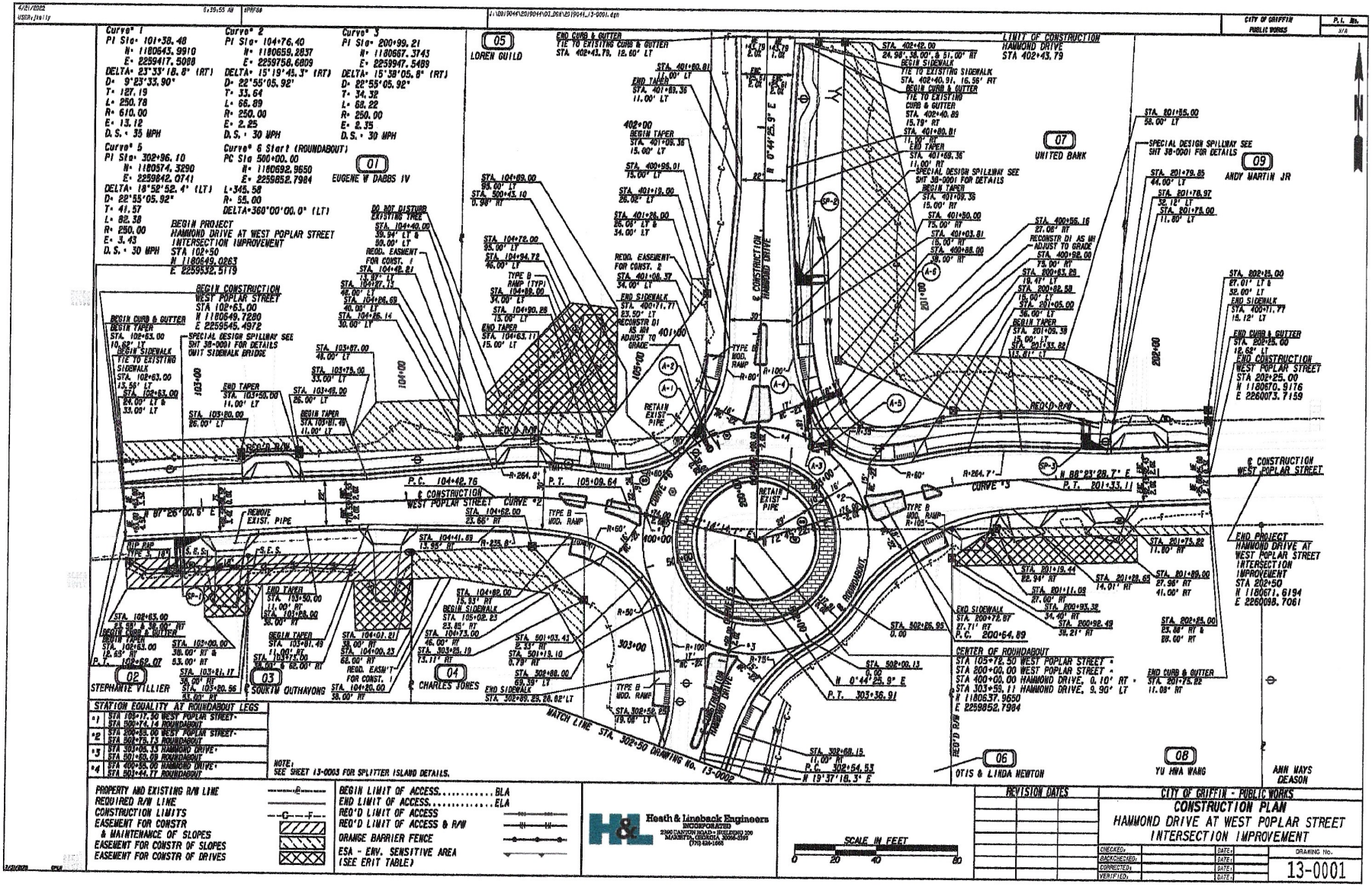
Heath & Lineback Engineers
INCORPORATED
2390 CANTON ROAD • BUILDING 200
MARIETTA, GEORGIA 30066-8595
(770) 424-1666

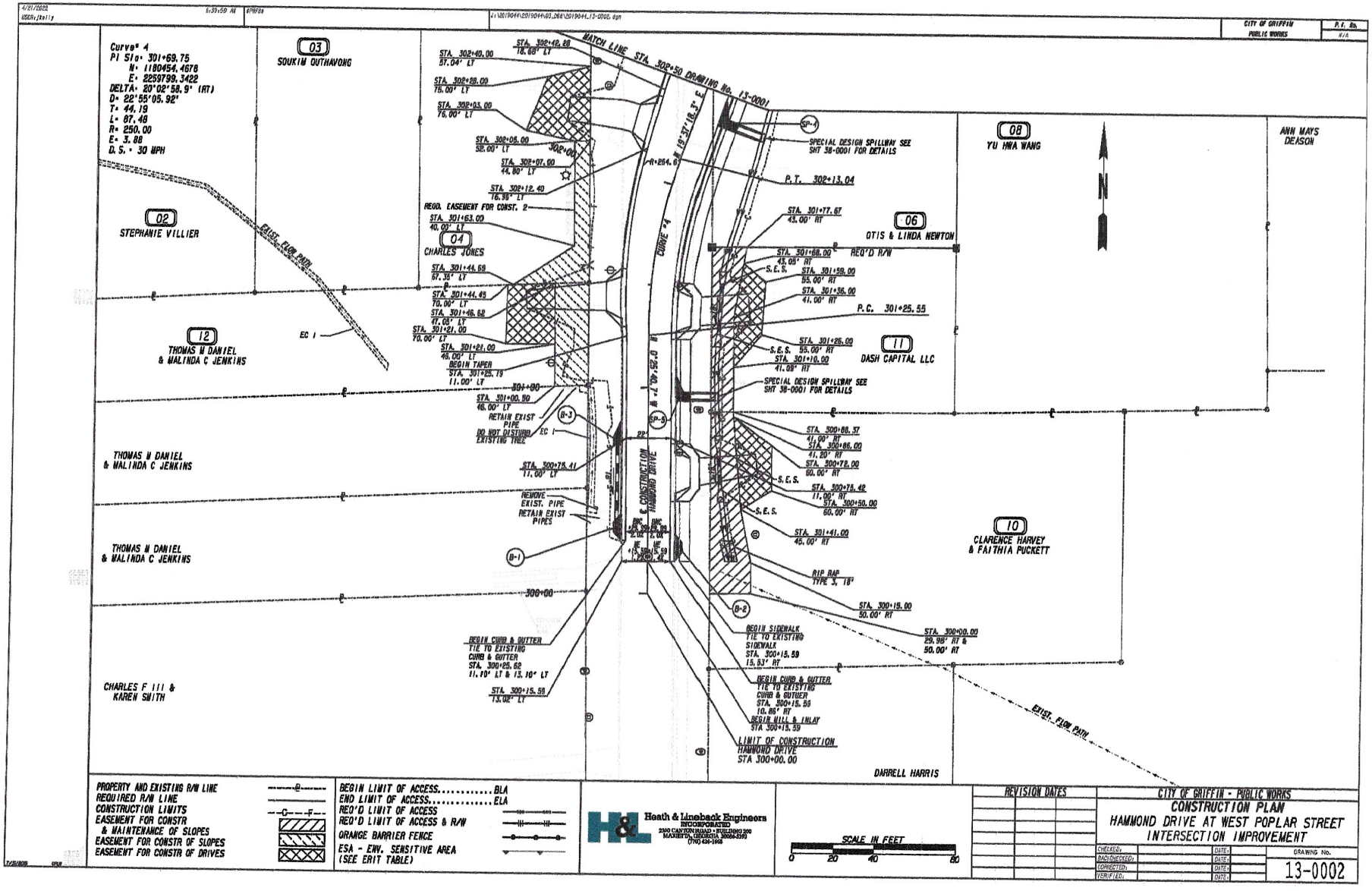
DESIGN

DATE PUBLIC WORKS DIRECTOR

PLANS COMPLETED	
REVISIONS	

DRAWING No. 01-0001


Curve° 1
PI Sta° 101+38.48
N° 1180643.9910
E° 2259417.5088
DELTA° 23°33'18.8" (RT)
D° 9°23'33.90"
T° 127.19
L° 250.78
R° 610.00
E° 13.12
D.S.° 35 MPH
Curve° 2
PI Sta° 104+76.40
N° 1180659.2837
E° 2259758.6809
DELTA° 15°19'45.3" (RT)
D° 22°55'05.92"
T° 33.64
L° 66.89
R° 250.00
E° 2.25
D.S.° 30 MPH
Curve° 3
PI Sta° 200+99.21
N° 1180667.3743
E° 2259947.5489
DELTA° 15°38'05.8" (RT)
D° 22°55'05.92"
T° 34.32
L° 68.22
R° 250.00
E° 2.35
D.S.° 30 MPH
Curve° 5
PI Sta° 302+96.10
N° 1180574.3290
E° 2259842.0741
DELTA° 18°52'52.4" (LT)
D° 22°55'05.92"
T° 41.57
L° 82.38
R° 250.00
E° 3.43
D.S.° 30 MPH
Curve° 6 Start (ROUNDABOUT)
PC Sta 500+00.00
N° 1180692.9650
E° 2259852.7984
L°345.58
R° 55.00
DELTA°360°00'00.0° (LT)
BEGIN PROJECT
HAMMOND DRIVE AT WEST POPLAR STREET
INTERSECTION IMPROVEMENT
STA 102+50
N 1180649.0263
E 2259532.5119
01
EUGENE W DABBS IV
02
STEPHANIE VILLIER
03
SOUKTH OUTHAVONG
04
CHARLES JONES
05
LOREN GUILD
06
OTIS & LINDA NEWTON
07
UNITED BANK
08
YU HWA WANG
09
ANDY MARTIN JR
AHN MAYS DEASON
BEGIN CONSTRUCTION
WEST POPLAR STREET
STA 102+63.00
N 1180649.7280
E 2259545.4972
END CONSTRUCTION
WEST POPLAR STREET
STA 202+25.00
N 1180670.9176
E 2260073.7159
END PROJECT
HAMMOND DRIVE AT
WEST POPLAR STREET
INTERSECTION
IMPROVEMENT
STA 202+50
N 1180671.6194
E 2260098.7061
LIMIT OF CONSTRUCTION
HAMMOND DRIVE
STA 402+43.79
CENTER OF ROUNDABOUT
STA 105+72.50 WEST POPLAR STREET
STA 200+00.00 WEST POPLAR STREET
STA 400+00.00 HAMMOND DRIVE, 0.10' RT
STA 303+59.11 HAMMOND DRIVE, 9.90' LT
N 1180637.9650
E 2259852.7984
STATION EQUALITY AT ROUNDABOUT LEGS
*1 STA 104+17.50 WEST POPLAR STREET = STA 500+74.14 ROUNDABOUT
*2 STA 200+83.00 WEST POPLAR STREET = STA 501+79.13 ROUNDABOUT
*3 STA 303+55.15 HAMMOND DRIVE = STA 501+83.09 ROUNDABOUT
*4 STA 400+83.00 HAMMOND DRIVE = STA 501+24.77 ROUNDABOUT
NOTE:
SEE SHEET 13-0003 FOR SPLITTER ISLAND DETAILS.
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
Heath & Lineback Engineers
INCORPORATED
2300 CANTON ROAD • BUILDING 200
MARIETTA, GEORGIA 30066-2349
(770) 424-1002
SCALE IN FEET
0 20 40 80
REVISION DATES
CITY OF GRIFFIN - PUBLIC WORKS
CONSTRUCTION PLAN
HAMMOND DRIVE AT WEST POPLAR STREET
INTERSECTION IMPROVEMENT
CHECKED:
BACKCHECKED:
CORRECTED:
VERIFIED:
DRAWING No.
13-0001


Curve# 4
PI Sta: 301+69.75
N: 1180454.4678
E: 2259799.3422
DELTA: 20°02'58.9" (RT)
D: 22°55'05.92"
T: 44.19
L: 87.48
R: 250.00
E: 3.88
D.S.: 30 MPH
MATCH LINE STA. 302+50 DRAWING No. 13-0001
03 SOUKIM OUTHAVONG
02 STEPHANIE VILLIER
04 CHARLES JONES
12 THOMAS M DANIEL & MALINDA C JENKINS
08 YU HWA WANG
ANN MAYS DEASON
06 OTIS & LINDA NEWTON
11 DASH CAPITAL LLC
10 CLARENCE HARVEY & FAITHIA PUCKETT
CHARLES F III & KAREN SMITH
DARRELL HARRIS
EXIST. FLOW PATH
CURVE #4
R=254.88' Δ=20°02'58.9" RT
P.T. 302+13.04
P.C. 301+25.55
REQ'D R/W
S.E.S.
SPECIAL DESIGN SPILLWAY SEE SHT 38-0001 FOR DETAILS
REQD. EASEMENT FOR CONST. 2
BEGIN TAPER
RETAIN EXIST PIPE
DO NOT DISTURB EXISTING TREE
REMOVE EXIST. PIPE
RETAIN EXIST PIPES
RIP RAP TYPE 3, 18"
BEGIN SIDEWALK TIE TO EXISTING SIDEWALK
BEGIN CURB & GUTTER TIE TO EXISTING CURB & GUTTER
BEGIN MILL & INLAY
LIMIT OF CONSTRUCTION HAMMOND DRIVE
STA 300+00.00
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
REQ'D LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)
Heath & Lineback Engineers INCORPORATED
2160 CANYON ROAD • BUILDING 200 MARIETTA, GEORGIA 30066-2393 (770) 421-1968
SCALE IN FEET
0 20 40 80
REVISION DATES
CITY OF GRIFFIN - PUBLIC WORKS
CONSTRUCTION PLAN
HAMMOND DRIVE AT WEST POPLAR STREET
INTERSECTION IMPROVEMENT
CHECKED:
RECHECKED:
CORRECTED:
VERIFIED:
DRAWING No. 13-0002

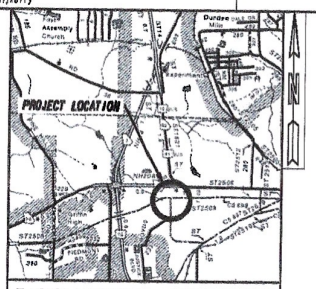
4/21/2022
USER: jsally

J:\2019044\2019044\03_DBK\2019044_00-0001.dgn
GMCCV

CITY OF GRIFFIN PUBLIC WORKS | P.I. No. N/A

CITY OF GRIFFIN
PUBLIC WORKS

RIGHT OF WAY OF PROPOSED HAMMOND DRIVE AT WEST POPLAR STREET INTERSECTION IMPROVEMENT SPALDING COUNTY

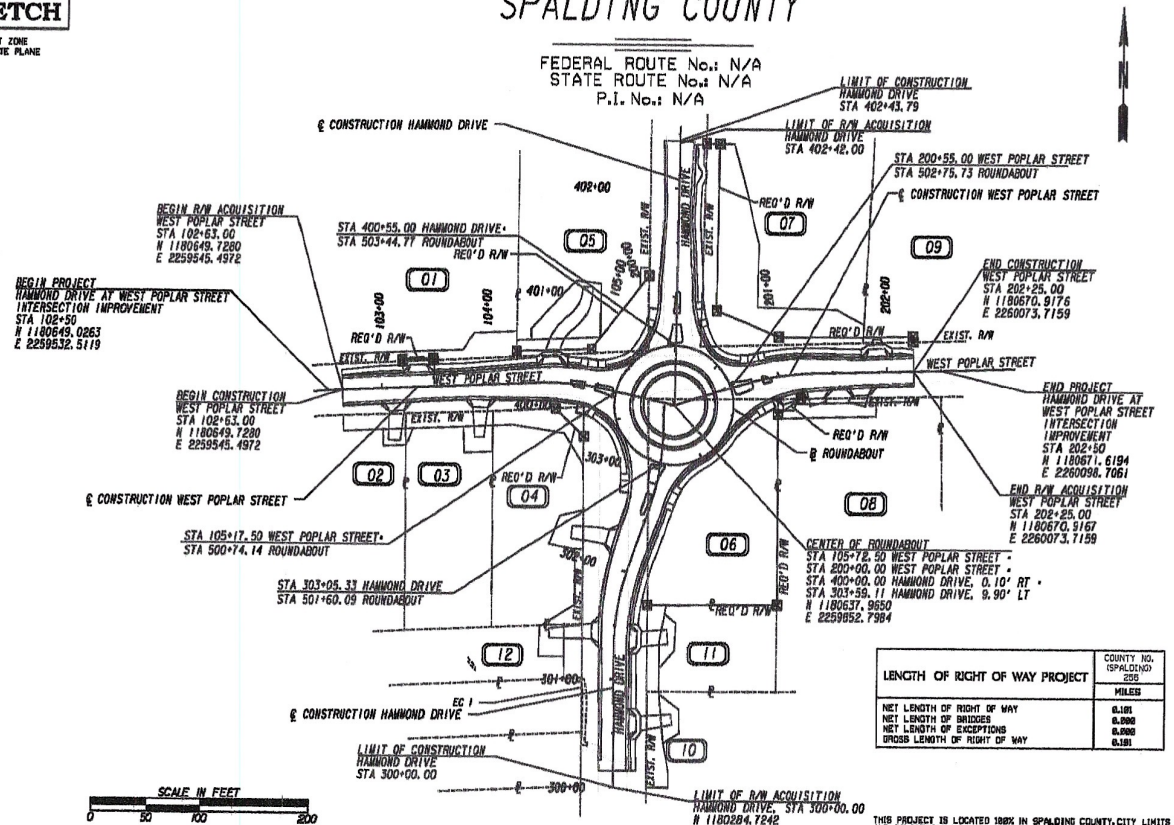


LOCATION SKETCH

NOTE: THE CO-ORDINATES LISTED ARE WEST ZONE GRID CO-ORDINATES BASED ON THE GA. STATE PLANE CO-ORDINATE SYSTEM OF 1984.
HORIZONTAL DATUM : NAD 83/94 HARN
VERTICAL DATUM : NAVD 1988

LAND LOT's: 113,114
LAND DISTRICT: 2
GMD: 1065

FEDERAL ROUTE No.: N/A
STATE ROUTE No.: N/A
P.I. No.: N/A



CONVENTIONAL SIGNS	
STATE OR COUNTY LINE	
CITY LIMIT LINE	
LAND LOT LINE	
PROPERTY LINE	
SURVEY OR BASE LINE	
RIGHT OF WAY LINE	EXISTING; REQUIRED; LIMIT OF ACCESS; REQD R/W & LIMIT OF ACCESS; R/W MARKERS
FENCE	
RAILROAD	
POWER LINE	
TELEPHONE LINE	
POWER POLES	
TELEPHONE OR TELEGRAPH POLES	

LENGTH OF RIGHT OF WAY PROJECT	COUNTY NO. (SPALDING) 255
	MILES
NET LENGTH OF RIGHT OF WAY	0.191
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF RIGHT OF WAY	0.191

PLANS PREPARED BY
Heath & Lineback Engineers INCORPORATED
3330 CANTON ROAD • BUILDING 300
MARIETTA, GEORGIA 30066-0393
(770) 424-1644

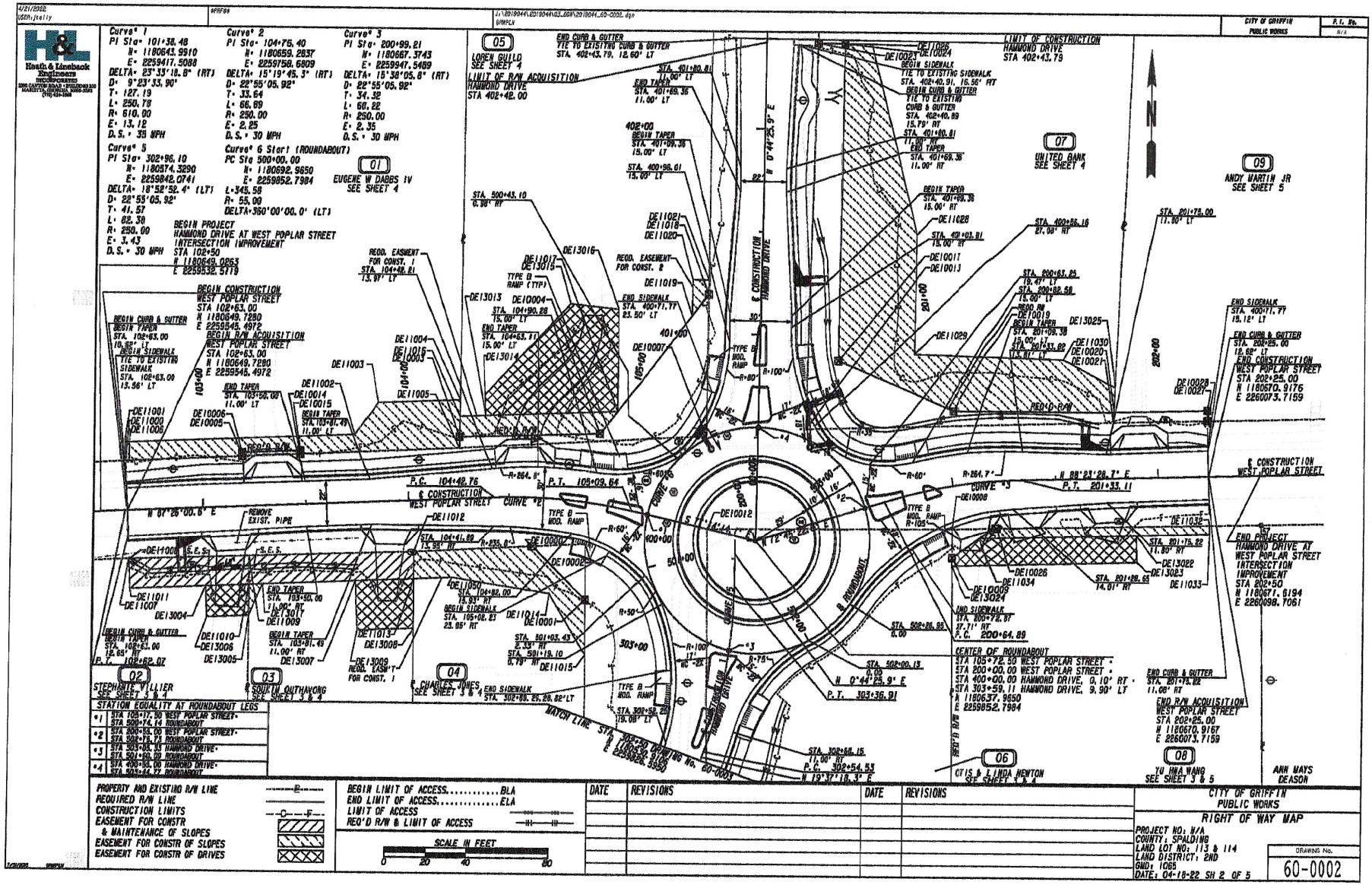
PLANS COMPLETED DATE: 04-18-2022
REVISIONS:

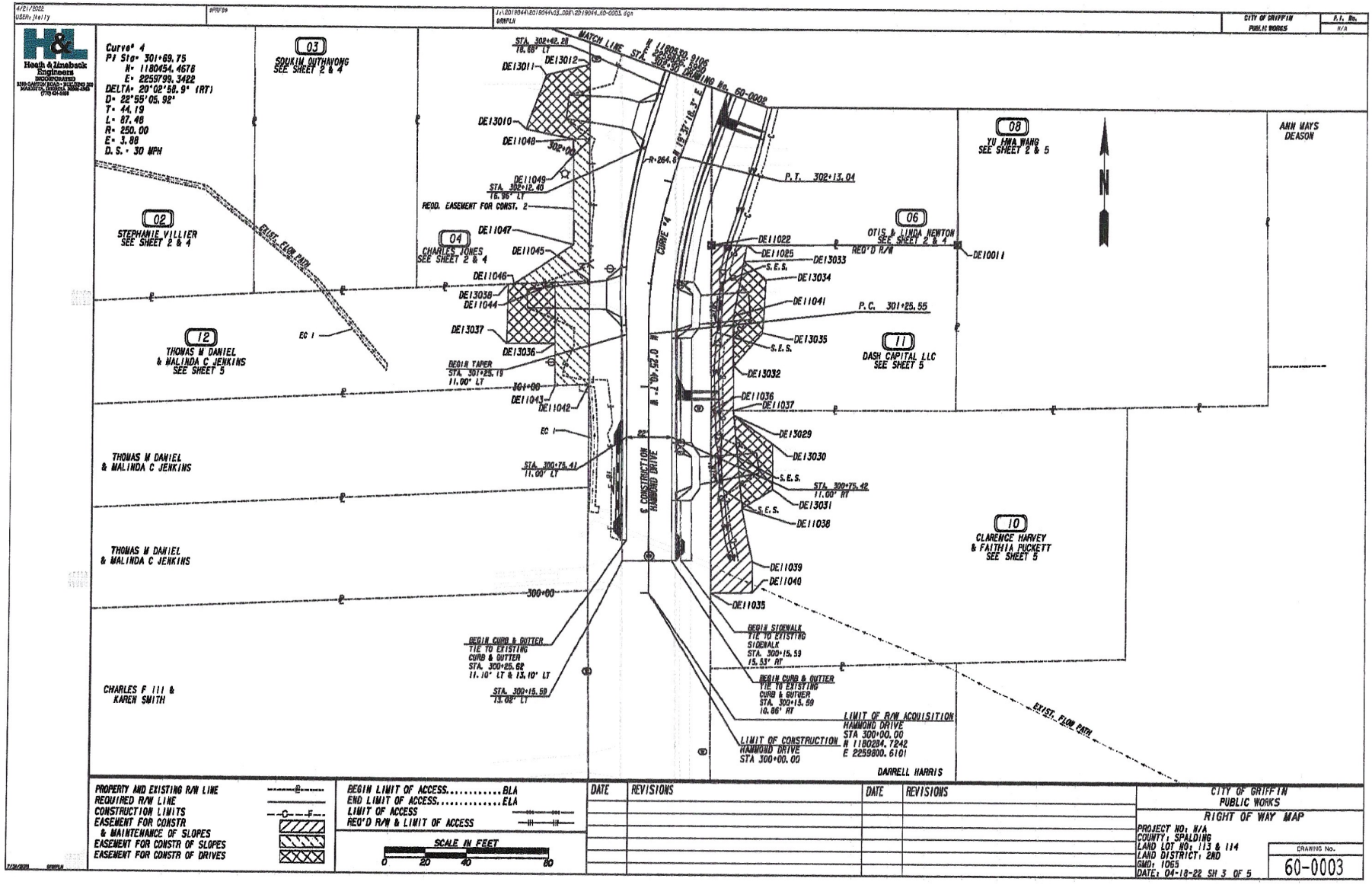
PROJECT NUMBER N/A
COUNTY: SPALDING

SCALE IN FEET
0 50 100 200

THIS PROJECT IS LOCATED 100% IN SPALDING COUNTY, CITY LIMITS OF GRIFFIN, AND CONGRESSIONAL DISTRICT 03.

DRAWING No.
60-0001


Curve° 1
PI Sta° 101+38.48
N° 1180643.9910
E° 2259417.5088
DELTA° 23°33'18.8" (RT)
D° 9°23'33.90"
T° 127.19
L° 250.78
R° 610.00
E° 13.12
D.S.° 35 MPH
Curve° 2
PI Sta° 104+76.40
N° 1180659.2837
E° 2259758.6809
DELTA° 15°19'45.3" (RT)
D° 22°55'05.92"
T° 33.64
L° 66.89
R° 250.00
E° 2.25
D.S.° 30 MPH
Curve° 3
PI Sta° 200+99.21
N° 1180687.3743
E° 2259947.5469
DELTA° 15°38'05.8" (RT)
D° 22°55'05.92"
T° 34.32
L° 68.22
R° 250.00
E° 2.35
D.S.° 30 MPH
Curve° 5
PI Sta° 302+96.10
N° 1180574.3290
E° 2259848.0741
DELTA° 18°52'52.4" (LT)
D° 22°55'05.92"
T° 41.57
L° 82.38
R° 250.00
E° 3.43
D.S.° 30 MPH
Curve° 6 Start (ROUNDABOUT)
PC Sta 500+00.00
N° 1180692.9650
E° 2259852.7984
L°345.56
R° 55.00
DELTA°360°00'00.0" (LT)
BEGIN PROJECT
HAMMOND DRIVE AT WEST POPLAR STREET
INTERSECTION IMPROVEMENT
STA 102+50
N 1180649.0263
E 2259532.5119
BEGIN CONSTRUCTION
WEST POPLAR STREET
STA 102+63.00
N 1180649.7280
E 2259545.4972
BEGIN R/W ACQUISITION
WEST POPLAR STREET
STA 102+63.00
N 1180649.7280
E 2259545.4972
END CONSTRUCTION
WEST POPLAR STREET
STA 202+25.00
N 1180670.9176
E 2260073.7159
END PROJECT
HAMMOND DRIVE AT
WEST POPLAR STREET
INTERSECTION
IMPROVEMENT
STA 202+50
N 1180671.6194
E 2260098.7061
CENTER OF ROUNDABOUT
STA 105+72.58 WEST POPLAR STREET
STA 200+00.00 WEST POPLAR STREET
STA 400+00.00 HAMMOND DRIVE, 0.10' RT
STA 303+59.11 HAMMOND DRIVE, 9.90' LT
N 1180637.9650
E 2259852.7984
STATION EQUALITY AT ROUNDABOUT LEGS
*1 STA 105+17.50 WEST POPLAR STREET=
STA 500+74.14 ROUNDABOUT
*2 STA 200+93.00 WEST POPLAR STREET=
STA 502+79.73 ROUNDABOUT
*3 STA 303+02.45 HAMMOND DRIVE=
STA 501+60.09 ROUNDABOUT
*4 STA 400+93.00 HAMMOND DRIVE=
STA 502+84.73 ROUNDABOUT
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
SCALE IN FEET
0 20 40 80
DATE
REVISIONS
CITY OF GRIFFIN
PUBLIC WORKS
RIGHT OF WAY MAP
PROJECT NO: N/A
COUNTY: SPALDING
LAND LOT NO: 113 & 114
LAND DISTRICT: 2ND
GMD: 1069
DATE: 04-18-22 SH 2 OF 5
DRAWING No.
60-0002


Curve° 4
PI Sta= 301+69.75
N= 1180454.4678
E= 2259799.3422
DELTA= 20°02'58.9" (RT)
D= 22°55'05.92"
T= 44.19
L= 87.48
R= 250.00
E= 3.88
D.S.= 30 MPH
03 SOUKIM OUTHAYONG SEE SHEET 2 & 4
02 STEPHANIE VILLIER SEE SHEET 2 & 4
04 CHARLES JONES SEE SHEET 2 & 4
12 THOMAS M DANIEL & MALINDA C JENKINS SEE SHEET 5
08 YU HWA WANG SEE SHEET 2 & 5
06 OTIS & LINDA NEWTON SEE SHEET 2 & 4
11 DASH CAPITAL LLC SEE SHEET 5
10 CLARENCE HARVEY & FAITHIA PUCKETT SEE SHEET 5
ANN MAYS DEASON
THOMAS M DANIEL & MALINDA C JENKINS
CHARLES F III & KAREN SMITH
DARRELL HARRIS
MATCH LINE STA. 302+00 SEE DRAWING No. 60-0002
EXIST. FLOW PATH
CONSTRUCTION HAMMOND DRIVE
CURVE 4
P.T. 302+13.04
P.C. 301+25.55
REQ'D R/W
REQD. EASEMENT FOR CONST. 2
BEGIN TAPER STA. 301+25.19 11.00' LT
BEGIN CURB & GUTTER TIE TO EXISTING CURB & GUTTER STA. 300+25.62 11.10' LT & 13.10' LT
STA. 300+15.69 13.02' LT
BEGIN SIDEWALK TIE TO EXISTING SIDEWALK STA. 300+15.59 15.53' RT
BEGIN CURB & GUTTER TIE TO EXISTING CURB & GUTTER STA. 300+13.59 16.86' RT
LIMIT OF R/W ACQUISITION HAMMOND DRIVE STA 300+00.00 N 1180284.7242 E 2259800.6101
LIMIT OF CONSTRUCTION HAMMOND DRIVE STA 300+00.00
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
SCALE IN FEET
0 20 40 80
DATE REVISIONS
DATE REVISIONS
CITY OF GRIFFIN
PUBLIC WORKS
RIGHT OF WAY MAP
PROJECT NO: N/A
COUNTY: SPALDING
LAND LOT NO: 113 & 114
LAND DISTRICT: 2ND
GMD: 1065
DATE: 04-18-22 SH 3 OF 5
DRAWING No.
60-0003

4/21/2022
USER: jkelly

WRF09

J:\2019044\2019044\03_DSN\2019044_50-0004.dgn
GRAPLN

CITY OF GRIFFIN
PUBLIC WORKS

R. I. No.
N/A

Heath & Lineback Engineers
INCORPORATED
3295 CANTON ROAD • SUITE 200
MARIETTA, GEORGIA 30066-2551
(770) 424-1444

Parcel 1 REQ'D R/W DE10004 SEE SHT. 02

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11005	24.20	L	103+00.00	West Poplar Street
	5.80		N 2°33'58.4" W	
DE10005	26.00	L	103+20.00	West Poplar Street
	28.00		N 87°26'00.6" E	
DE10014	29.00	L	103+49.00	West Poplar Street
	1.70		S 2°33'58.4" E	
DE10015	24.30	L	103+49.00	West Poplar Street
	28.00		S 87°14'02.5" W	
DE10005	24.20	L	103+20.00	West Poplar Street

REQD R/W = 49.00 SF
REQD R/W = 0.001 ACRES
REMAINDER = +/- 2.1 ACRES

Parcel 1 EASM'T FOR CONSTR. OF SLOPES DE11000 SEE SHT. 02

PNT	OFFSET/		STATION/	ALIGNMENT
DE11000	24.00	L	102+63.00	West Poplar Street
DE11001	43.00	L	102+63.00	West Poplar Street
DE11002	48.00	L	103+79.00	West Poplar Street
DE11003	48.00	L	103+69.00	West Poplar Street
DE11004	48.00	L	104+21.13	West Poplar Street
DE11005	24.57	L	104+25.84	West Poplar Street
DE10015	24.30	L	103+49.00	West Poplar Street
DE10014	26.00	L	103+48.00	West Poplar Street
DE10005	26.00	L	103+20.00	West Poplar Street
DE10005	24.20	L	103+20.00	West Poplar Street
DE11006	24.01	L	102+64.48	West Poplar Street

ARC LENGTH = 1.48
CHORD BEAR = S 87°10'22.7" W
LNTH CHORD = 1.48
RADIUS = 694.00
DEGREE = 8°15'21.2"

DE11008	24.00	L	102+63.00	West Poplar Street

REQD EASMT AREA = 2057.63 SF

Parcel 2 EASM'T & MAINT. OF SLOPES DE12002 SEE SHT. 02

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11007	23.55	R	102+63.00	West Poplar Street

ARC LENGTH = 0.43
CHORD BEAR = N 86°09'14.0" E
LNTH CHORD = 0.43
RADIUS = 537.35
DEGREE = 10°39'45.6"

DE11006	23.55	R	102+63.43	West Poplar Street
	58.50		N 87°59'23.5" E	
DE11009	24.12	R	103+21.73	West Poplar Street
	13.88		S 2°15'28.5" E	
DE11010	38.00	R	103+21.10	West Poplar Street
	58.17		S 87°26'00.6" W	
DE11011	38.00	R	102+63.00	West Poplar Street
	14.45		N 2°32'56.3" W	
DE11007	23.55	R	102+63.00	West Poplar Street

REQD EASMT = 828.09 SF
REQD EASMT = 0.019 ACRES
TOTAL LOT SIZE = 0.46 ACRES

Parcel 2 EASM'T FOR CONSTR. OF DRIVES DE13001 SEE SHT. 02

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE13004	38.00	R	103+00.00	West Poplar Street
DE13010	38.00	R	103+21.16	West Poplar Street
DE13006	53.00	R	103+20.56	West Poplar Street
DE13005	53.00	R	101+00.00	West Poplar Street
DE13004	38.00	R	101+00.00	West Poplar Street

Parcel 3 EASM'T FOR CONSTR. &MAINT. OF SLOPES DE12003 SEE SHT. 02

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11009	24.12	R	103+21.73	West Poplar Street
	80.02		N 87°59'23.5" E	
DE11012	24.88	R	104+01.74	West Poplar Street
	13.12		S 2°14'48.8" E	
DE11013	38.00	R	104+01.21	West Poplar Street
	80.04		S 87°26'00.6" W	
DE11010	38.00	R	103+21.10	West Poplar Street
	13.88		N 2°15'28.5" W	
DE11009	24.12	R	103+21.73	West Poplar Street

REQD EASMT = 1080.09 SF
REQD EASMT = 0.025 ACRES
TOTAL LOT SIZE = 0.37 ACRES

Parcel 3 EASM'T FOR CONSTR. OF SLOPES DE11001 SEE SHT. 02

PNT	OFFSET/		STATION/	ALIGNMENT
DE11010	38.00	R	103+21.17	West Poplar Street
DE11017	38.00	R	103+28.00	West Poplar Street
DE13005	53.00	R	103+20.56	West Poplar Street
DE11018	38.00	R	103+21.17	West Poplar Street

REQD EASMT AREA = 51.26 SF

Parcel 3 EASM'T FOR CONSTR. OF DRIVES DE13002 SEE SHT. 02

PNT	OFFSET/		STATION/	ALIGNMENT
DE13007	38.00	R	103+73.00	West Poplar Street
DE11013	38.00	R	104+01.21	West Poplar Street
DE13008	62.00	R	104+00.23	West Poplar Street
DE13009	62.00	R	103+73.00	West Poplar Street
DE13007	38.00	R	103+73.00	West Poplar Street

Parcel 4 REQ'D R/W DE10000 SEE SHT. 02 & 03

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE10000	23.66	R	104+67.00	West Poplar Street
	25.53		N 88°52'55.7" E	
DE10002	20.03	R	104+89.09	West Poplar Street
	89.09		S 0°18'31.8" E	
DE10001	73.11	L	103+29.19	Hammond Drive
	16.31		N 44°57'30.7" W	
DE10000	23.66	R	104+62.00	West Poplar Street

REQD R/W = 345.89 SF
REQD R/W = 0.008 ACRES
REMAINDER = +/- 0.38 ACRES

Parcel 4 EASM'T FOR CONSTR. OF SLOPES 1 DE11003 SEE SHT. 02

PNT	OFFSET/		STATION/	ALIGNMENT
DE11012	24.88	R	104+01.74	West Poplar Street
DE10009	43.86	R	104+62.00	West Poplar Street
DE11001	73.11	L	103+29.19	Hammond Drive
DE11015	66.39	L	102+88.00	Hammond Drive
DE11014	46.00	R	104+73.00	West Poplar Street
DE11016	38.00	R	104+20.00	West Poplar Street
DE11013	38.00	R	104+01.21	West Poplar Street
DE11012	24.88	R	104+01.74	West Poplar Street

REQD EASMT AREA 1 = 1445.60 SF

Parcel 4 EASM'T FOR CONSTR. OF SLOPES 2 DE11004 SEE SHT. 03

PNT	OFFSET/		STATION/	ALIGNMENT
DE11045	30.67	L	301+48.38	Hammond Drive
DE11046	67.36	L	301+44.66	Hammond Drive
DE11047	40.00	L	301+63.00	Hammond Drive
DE11048	52.00	L	302+06.00	Hammond Drive
DE11049	44.80	L	302+07.00	Hammond Drive
DE11049	30.67	L	301+48.38	Hammond Drive

REQD EASMT AREA 2 = 776.35 SF

TOTAL EASM'T FOR CONSTR. OF SLOPES Parcel 4 SEE SHT. 02 & 03

REQD EASMT AREA 1 = 1445.60 SF
REQD EASMT AREA 2 = 776.35 SF
TOTAL = 2221.95 SF

Parcel 4 EASM'T FOR CONSTR. OF DRIVES DE13003 SEE SHT. 03

PNT	OFFSET/		STATION/	ALIGNMENT
DE11049	44.80	L	302+07.00	Hammond Drive
DE11048	52.00	L	302+06.00	Hammond Drive
DE13010	76.00	L	302+03.00	Hammond Drive
DE13011	76.00	L	302+28.00	Hammond Drive
DE13012	57.04	L	302+40.00	Hammond Drive
DE11049	44.80	L	302+07.00	Hammond Drive

Parcel 5 REQ'D R/W DE10001 SEE SHT. 02

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11005	24.57	L	104+25.84	West Poplar Street
	5.44		N 0°35'04.4" E	
DE10003	30.00	L	104+26.14	West Poplar Street
	66.86		N 88°08'10.3" E	
DE10004	34.00	L	104+89.00	West Poplar Street
	85.53		N 3°14'38.2" E	
DE11016	26.02	L	401+19.00	Hammond Drive
	66.86		S 0°26'55.7" W	
DE10007	25.57	L	400+90.11	Hammond Drive
	121.00		S 88°45'30.2" W	
DE11005	24.57	L	104+25.84	West Poplar Street

REQD R/W = 2204.08 SF
REQD R/W = 0.051 ACRES
REMAINDER = +/- 0.63 ACRES

Parcel 5 EASM'T FOR CONSTR. OF SLOPES 1 DE11005 SEE SHT. 02

PNT	OFFSET/		STATION/	ALIGNMENT
DE10003	30.00	L	104+26.14	West Poplar Street
DE11016	40.00	L	104+26.69	West Poplar Street
DE11017	46.00	L	104+91.07	West Poplar Street
DE11004	34.00	L	104+89.00	West Poplar Street
DE10003	30.00	L	104+26.14	West Poplar Street

REQD EASMT AREA = 750.14 SF

Parcel 5 EASM'T FOR CONSTR. OF SLOPES 2 DE11006 SEE SHT. 02

PNT	OFFSET/		STATION/	ALIGNMENT
DE11018	26.02	L	401+19.00	Hammond Drive
DE11015	44.00	L	401+08.37	Hammond Drive
DE11020	34.00	L	401+26.00	Hammond Drive
DE11021	26.06	L	401+26.00	Hammond Drive
DE11018	26.02	L	401+19.00	Hammond Drive

REQD EASMT AREA = 98.12 SF

Parcel 5 EASM'T FOR CONSTR. OF DRIVES DE13004 SEE SHT. 02

PNT	OFFSET/		STATION/	ALIGNMENT
DE13013	39.94	L	104+40.00	West Poplar Street
DE13014	98.00	L	104+40.00	West Poplar Street
DE13015	98.00	L	104+72.00	West Poplar Street
DE13016	98.00	L	104+85.00	West Poplar Street
DE13017	98.00	L	104+94.72	West Poplar Street
DE13013	39.94	L	104+40.00	West Poplar Street

Parcel 6 REQ'D R/W DE10002 SEE SHT. 02 & 03

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11022	26.20	R	301+73.71	Hammond Drive
	190.00		N 0°18'25.9" W	
DE10012	9.06	R	299+37.74	West Poplar Street
	120.00		N 88°08'07.3" E	
DE10006	20.64	R	299+96.07	West Poplar Street
	13.97		S 0°20'21.8" E	
DE10009	34.40	R	299+96.32	West Poplar Street
	176.04		S 0°20'21.8" E	
DE10011	131.79	R	302+19.14	Hammond Drive
	120.11		S 89°34'38.5" W	
DE11022	26.20	R	301+73.71	Hammond Drive

REQD R/W = 22811.19 SF
REQD R/W = 0.524 ACRES
REMAINDER = +/- 0.00 ACRES

Parcel 7 REQ'D R/W DE10003 SEE SHT. 02

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE10013	23.03	R	400+54.57	Hammond Drive
	137.44		N 1°20'05.8" E	
DE10023	24.38	R	402+42.00	Hammond Drive
	13.02		S 89°19'34.1" E	
DE10024	38.00	R	402+42.00	Hammond Drive
	154.00		S 0°46'25.9" W	
DE10017	38.00	R	400+88.00	Hammond Drive
	61.50		S 67°13'18.1" E	
DE10019	36.00	L	201+05.00	West Poplar Street
	97.97		N 89°54'55.8" E	
DE10020	32.12	L	201+78.97	West Poplar Street
	5.02		S 2°37'41.7" W	
DE10021	27.12	L	201+78.60	West Poplar Street
	120.00		S 88°17'01.4" W	
DE10013	23.03	R	400+54.57	Hammond Drive

REQD R/W = 4237.21 SF
REQD R/W = 0.097 ACRES
REMAINDER = +/- 2.3 ACRES

DATE	REVISIONS	DATE	REVISIONS

CITY OF GRIFFIN
PUBLIC WORKS
RIGHT OF WAY MAP

PROJECT NO: N/A
COUNTY: SPALDING
LAND LOT NO: 113 & 114
LAND DISTRICT: 2ND
GMD: 1065
DATE: 04-18-22 SH 4 OF 5

DRAWING No.
60-0004

7/29/2022 GRAPLN

4/21/2022 | #PF89 | J:\2019044\2019044\02_DSN\2019044_60-0004.dgn | CITY OF GRIFFIN PUBLIC WORKS | P.I. No. N/A

USER: jtally | GRIPLN

Heath & Lineback Engineers

Parcel 7 EASM'T. FOR CONSTR. OF SLOPES DE11008 SEE SHT. 02

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE10017	38.00	R	400+88.00	Hammond Drive
DE10024	38.00	R	402+42.00	Hammond Drive
DE11026	81.00	R	402+42.00	Hammond Drive
DE11028	75.00	R	401+50.00	Hammond Drive
DE11029	75.00	R	400+32.00	Hammond Drive
DE11030	58.00	L	201+55.00	West Poplar Street
DE13025	44.00	L	201+79.85	West Poplar Street
DE10020	32.12	L	201+78.97	West Poplar Street
DE10019	36.00	L	201+05.00	West Poplar Street
DE10017	38.00	R	400+88.00	Hammond Drive

REQD EASMT AREA = 7178.45 SF

Parcel 8 REQ'D R/W DE10005 SEE SHT. 02

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE10008	20.64	R	200+96.07	West Poplar Street
	21.46		N 89°43'18.4" E	
DE10026	22.94	R	201+19.44	West Poplar Street
	29.80		S 35°55'37.4" W	
DE10009	34.40	R	200+93.32	West Poplar Street
	13.97		N 0°20'21.8" W	
DE10008	20.64	R	200+96.07	West Poplar Street

REQD R/W = 149.88 SF
REQD R/W = 0.003 ACRES
REMAINDER = +/- 0.94 ACRES

Parcel 8 EASM'T. FOR CONSTR. OF SLOPES DE11009 SEE SHT. 02

PNT	OFFSET/		STATION/	ALIGNMENT
DE10026	22.94	R	201+19.44	West Poplar Street
DE11032	23.86	R	202+25.00	West Poplar Street
DE11033	28.00	R	202+25.00	West Poplar Street
DE11034	21.00	R	201+11.09	West Poplar Street
DE10026	22.94	R	201+19.44	West Poplar Street

REQD EASMT AREA = 470.98 SF

Parcel 8 EASM'T FOR CONSTR. OF DRIVES DE13006 SEE SHT. 02

PNT	OFFSET/		STATION/	ALIGNMENT
DE11034	27.00	R	201+11.09	West Poplar Street
DE13022	21.95	R	201+69.00	West Poplar Street
DE13023	41.09	R	201+69.00	West Poplar Street
DE13024	19.21	R	200+92.45	West Poplar Street
DE10009	34.40	R	200+93.32	West Poplar Street
DE11034	27.00	R	201+11.09	West Poplar Street

Parcel 9 REQ'D R/W DE10006 SEE SHT. 02

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE10021	27.12	L	201+78.60	West Poplar Street
	5.02		N 2°37'41.7" E	
DE10020	32.12	L	201+78.97	West Poplar Street
	46.03		N 88°32'28.1" E	
DE10027	32.00	L	202+25.00	West Poplar Street
	4.99		S 1°36'31.3" E	
DE10028	27.01	L	202+25.00	West Poplar Street
	46.40		S 88°31'26.5" W	
DE10021	27.12	L	201+78.60	West Poplar Street

REQD R/W = 239.84 SF
REQD R/W = 0.006 ACRES
REMAINDER = +/- 0.45 ACRES

Parcel 10 EASM'T FOR CONSTR.&MAINT.OF SLOPES DE12005 SEE SHT. 03

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11035	29.98	R	300+00.00	Hammond Drive
	88.40		N 0°18'25.9" W	
DE11036	30.17	R	300+88.40	Hammond Drive
	10.83		N 89°43'37.9" E	
DE11037	41.00	R	300+88.37	Hammond Drive
	47.83		S 8°13'18.3" E	
DE11038	45.00	R	300+41.00	Hammond Drive
	96.46		S 11°18'48.6" E	
DE11039	50.00	R	300+15.00	Hammond Drive
	15.00		S 0°25'40.7" E	
DE11040	50.00	R	300+00.00	Hammond Drive
	20.02		S 89°34'19.3" W	
DE11035	29.98	R	300+00.00	Hammond Drive

REQD EASMT = 1364.55 SF
REQD EASMT = 0.031 ACRES
TOTAL LOT SIZE = 0.57 ACRES

Parcel 10 EASM'T FOR CONSTR. OF DRIVES DE13009 SEE SHT. 03

PNT	OFFSET/		STATION/	ALIGNMENT
DE11038	45.00	R	300+41.00	Hammond Drive
DE13029	41.20	R	300+66.00	Hammond Drive
DE13030	60.00	R	300+72.00	Hammond Drive
DE13031	60.00	R	300+50.00	Hammond Drive
DE11038	45.00	R	300+41.00	Hammond Drive

Parcel 11 EASM'T FOR CONSTR.&MAINT.OF SLOPES DE12006 SEE SHT. 03

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11036	30.17	R	300+88.40	Hammond Drive
	80.00		N 0°18'25.9" W	
DE11022	26.20	R	301+79.71	Hammond Drive
	17.15		N 89°34'38.5" E	
DE11025	43.00	R	301+77.67	Hammond Drive
	34.68		S 10°02'05.5" W	
DE11041	41.00	R	301+39.00	Hammond Drive
	45.22		S 0°12'01.4" E	
DE11037	41.00	R	300+69.37	Hammond Drive
	10.83		S 89°43'37.9" W	
DE11036	30.17	R	300+88.40	Hammond Drive

REQD EASMT = 978.92 SF
REQD EASMT = 0.022 ACRES
TOTAL LOT SIZE = 0.22 ACRES

Parcel 11 EASM'T FOR CONSTR. OF DRIVES DE13009 SEE SHT. 03

PNT	OFFSET/		STATION/	ALIGNMENT
DE13032	41.09	R	301+10.00	Hammond Drive
DE13033	41.00	R	301+36.00	Hammond Drive
DE13034	49.05	R	301+69.00	Hammond Drive
DE13034	58.00	R	301+89.00	Hammond Drive
DE13035	55.00	R	301+26.00	Hammond Drive
DE13032	41.09	R	301+10.00	Hammond Drive

Parcel 12 EASM'T FOR CONSTR. OF SLOPES DE11012 SEE SHT. 03

PNT	OFFSET/		STATION/	ALIGNMENT
DE11042	29.81	L	301+01.14	Hammond Drive
DE11043	46.00	L	301+00.50	Hammond Drive
DE11044	47.05	L	301+46.82	Hammond Drive
DE11045	30.67	L	301+46.36	Hammond Drive
DE11042	29.81	L	301+01.14	Hammond Drive

REQD EASMT AREA = 817.64 SF
TOTAL LOT SIZE = 0.30 ACRES

Parcel 12 EASM'T FOR CONSTR. OF DRIVES DE13010 SEE SHT. 03

PNT	OFFSET/		STATION/	ALIGNMENT
DE13036	46.00	L	301+21.00	Hammond Drive
DE13037	70.00	L	301+21.00	Hammond Drive
DE13038	70.00	L	301+44.45	Hammond Drive
DE11044	47.05	L	301+46.82	Hammond Drive
DE13036	46.00	L	301+21.00	Hammond Drive

DATE	REVISIONS	DATE	REVISIONS

CITY OF GRIFFIN
PUBLIC WORKS
RIGHT OF WAY MAP
PROJECT NO: N/A
COUNTY: SPALDING
LAND LOT NO: 113 & 114
LAND DISTRICT: 2ND
GMD: 1065
DATE: 04-18-22 SH 4 OF 5

DRAWING No. 60-0005

EXHIBIT "B"

COMPENSATION SUMMARIES
FOR THE
ESTABLISHMENT OF INTERESTS TO BE ACQUIRED
AND
AMOUNT OF INITIAL OFFERS

Note 1: All acquisitions subject to liens for taxes to State, County, School & City for 2023; PRIOR YEARS TAXES HAVE BEEN SATISFIED UNLESS OTHERWISE NOTED.
Note 2: All owners and/or lenders shown are "Now or former" with title certificates to be updated prior to acquisition.
Note 3: The amount of initial offer shall be the "Total Compensation" for each parcel as shown on the Compensation Summary attached hereto.
Note 4: All parcels are numbered in accordance with Project Plans.

Parcel No:	Owner(s) of Record:	Compensation Summary No:	Initial Offer
1	Eugene W. Dabbs as Administrator, Estate of Milton C. Cook, deceased	B-1	$2,825.00
2	Dan Joseph Cooper	B-2	$700.00
3	Soukim Outhavony	B-3	$1,030.00
4	SSD Properties of Georgia, LLC	B-4	$1,065.00
5	Loren Guild	B-5	$14,500.00
6	Otis Newton & Linda E. Newton	B-6	$22,000.00
7	United Bank	B-7	$36,800.00
8	Yu Hwa Wang	B-8	$200.00
9	Andy Martin Jr.	B-9	$250.00
10	Clarence Harvey & Faithia Puckett	B-10	$1,100.00
11	Mission Investments, LLC	B-11	$1,400.00
12	Thomas Michael Daniel & Malinda C. Jenkins	B-12	$150.00

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 056 06005

Date Signed: November 4, 2022

Date of Value: October 27, 2022

Appraiser/Signature: Ken A. Fletcher Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION		$250.00	Acquisition of 49 square foot strip
CONSTRUCTION EASEMENT		$2,575.00	Temporary Construction Easement
TOTAL COMPENSATION		$2,825.00	

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 052 01001

Date Signed: November 11, 2022

Date of Value: October 27, 2022

Appraiser/Signature: Ken A. Fletcher Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION			
PERMANENT EASEMENT		$700.00	Easement for Construction and Maintenance of Slopes
TOTAL COMPENSATION		$700.00	

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 052 01003

Date Signed: November 11, 2022

Date of Value: October 27, 2022

Appraiser/Signature: Ken A. Fletcher Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION			
PERMANENT EASEMENT		$1,030.00	Easement for Construction and Maintenance of Slopes
TOTAL COMPENSATION		$1,030.00	

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 052 01004

Date Signed: November 11, 2022

Date of Value: October 28, 2022

Appraiser/Signature: Ken A. Fletcher Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION	SSD Properties of GA, LLC	$410.00	Fee Acquisition of .008 Acres
TEMPORARY EASEMENTS	SSD Properties of GA, LLC	$655.00	Easement for Construction of Slopes
TOTAL COMPENSATION	SSD Properties of GA, LLC	$1,065.00	

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 056 06004

Date Signed: November 4, 2022

Date of Value: October 27, 2022

Appraiser/Signature: Ken A. Fletcher Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION		$13,225.00	Acquisition of 2,204.08 square foot parcel
CONSTRUCTION EASEMENT		$1,275.00	Temporary Construction Easements
TOTAL COMPENSATION		$14,500	

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 052 02001

Date Signed: November 11, 2022

Date of Value: October 27, 2022

Appraiser/Signature: Ken A. Fletcher Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION	Otis Newton and Linda E. Newton	$22,000	Fee Simple Acquisition of .524 acres (total taking)
PERMANENT EASEMENT	N/A	N/A	N/A
TOTAL COMPENSATION		$22,000	

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 056 05001

Date Signed: November 4, 2022

Date of Value: October 27, 2022

Appraiser/Signature: Ken A. Fletcher

Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek

Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION		$26,000	Acquisition of 4,327.21 square feet
CONSTRUCTION EASEMENT		$10,800	Temporary Construction Easement
TOTAL COMPENSATION		$36,800	

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 052 02002

Date Signed: November 11, 2022

Date of Value: October 27, 2022

Appraiser/Signature: Ken A. Fletcher Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION	Yu Hwa Wang	$100	Fee Simple Acquisition of .003 acres
PERMANENT EASEMENT	Yu Hwa Wang	$100	Easement for Construction of Slopes
TOTAL COMPENSATION		$200	

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 056 05023

Date Signed: November 11, 2022

Date of Value: October 27, 2022

Appraiser/Signature: Ken A. Fletcher Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION	Andy Martin, Jr.	$250.00	Fee Acquisition of .005 Acres
TEMPORARY EASEMENTS			
TOTAL COMPENSATION	Andy Martin, Jr.	$250.00	

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 052 02024

Date Signed: November 11, 2022

Date of Value: October 27, 2022

Appraiser/Signature: Ken A. Fletcher Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION			
PERMANENT EASEMENT		$1,100.00	Easement for Construction and Maintenance of Slopes
TOTAL COMPENSATION		$1,100.00	

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 052 02001A

Date Signed: November 18, 2022

Date of Value: October 27, 2022

Appraiser/Signature: Ken A. Fletcher Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION			
PERMANENT EASEMENT		$1,400.00	Easement for Construction and Maintenance of Slopes
TOTAL COMPENSATION		$1,400.00	

COMPENSATION SUMMARY- 388C

Project: NA
County: Spalding

Parcel: 052 02001A

Date Signed: November 18, 2022

Date of Value: October 27, 2022

Appraiser/Signature: Ken A. Fletcher Certification #:596

Appraiser Name: Ken Fletcher

Address: 122 W Solomon St. Griffin, GA 30224

Telephone 770-227-4008

Facsimile: 770-227-7359

Appraiser/Signature: J Cheek Certification #:313184

Appraiser Name: Julie Cheek

SUMMARY OF COMPENSATION FOR OWNERSHIP INTERESTS

	Name	Compensation	Items Included
FEE SIMPLE ACQUISITION	N/A	N/A	N/A
TEMPORARY CONSTRUCTION EASEMENT		$150.00	Temporary Construction Easement for Construction of Slopes
TOTAL COMPENSATION		$150.00	

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a purchase order with McLeRoy, Inc., single source, in the amount of $85,980.00 for a full depth reclamation of Crescent West. *Director of Public Works, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

McLeRoy, Inc. will provide a full depth reclamation (establishing a base for the road and repaving), thermoplastic stop bars, and thermoplastic solid traffic stripes for Crescent West in the amount of $85,980.00. Public Works made an effort to obtain multiple quotations, but only McLeRoy, Inc. responded.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The total cost of a full depth reclamation for Crescent West is $85,980.00 which will come from SPLOST 2016 funds to match our required contribution from LMIG FY20.

Submitted By:
Mariza Eller

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
McLeroy Inc. PO.pdf

Griffin
Growing TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 2/14/23

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address
McLeRoy Inc
200 Plaza Drive
Zebulon, GA 30295
Attn : Matt Andrews
matt@mcleroyinc.com
Ph: 770-567-3514 Fax: 770-567-3300

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:
City of Griffin
Public Works Streets
100 South Hill St
Griffin, GA 30223

ATTN: Mariza Eller / Jimmy Hardy
Phone: 770-229-6603 Fax: _____

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - On File? Y/N Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Crescent West FDR	321 - 4220 - 52 - 2200 0000	1	1	85,980.000	85,980.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & $$)	- - - -	the extended totals column			
COMMENTS:			Totals: $		85,980.00

FY23 Purchase Order

COG USE ONLY

COG USE ONLY

PRICING METHOD:
Verbal / Phone
X Email/Mail/Fax
Bid / RFP #

Dept / Requestor / Date
Purchasing / Date
Department Mgr / Date
Finance Director / Date
City Manager / Date
BOARD / Date

Copy emailed to Supplier
Supplier Notified

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

McLeRoy INC. Since 1971

200 Plaza Drive
Zebulon, GA 30295

www.mcleroyinc.com

Phone: 770.567.3514
Fax: 770.567.3300

PROPOSAL

DATE: 2/10/2023

PROJECT: **Crescent West - FDR**
Jimmy Hardy
City of Griffin
jhardy@cityofgriffin.com
678-603-8906

McLeRoy, Inc. is pleased to propose the following:

CRESCENT WEST - FULL DEPTH RECLAMATION	QTY	UNIT
Traffic Control	1	LS
Mobilization	1	LS
Full Depth Reclamation (50lb/SY @ 10")	1	LS
Recycled Asphaltic Concrete 9.5 MM Superpave (220#/SY)	80	TN
Bituminous Tack Coat	65	GL
Solid Traffic Stripe- 5" Yellow (Double) Paint	300	LF
Thermoplastic Solid Traffic Stripe, 8" White 8	320	LF
Thermoplastic Solid Traffic Stripe, 24" White (Stop Bar)	22	LF
TOTAL:	**$ 85,980.00**	

Thank you for the opportunity to provide this proposal.

Respectfully Submitted,

Matt Andrews

Matt Andrews

- *All the above has been quoted according to normal site conditions. Should underground water, rock, unsuitable soil, or abnormal conditions be encountered during site excavation, additional compensation will be required.*
- *This quote excludes anything not specifically listed above.*
- *Utility conflicts and relocations are not considered as part of this quote.*
- *Impact fees, tap fees, permits, as-builts, and testing are not included in this proposal.*
- *Price is good for 30 days from proposal date.*

CITY OF GRIFFIN
FY23 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

○ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

◉ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity Crescent West FDR

Detail the research that has been done to qualify this for selected method of procurement: **Requested proposal from three contractors and only one responded with proposal**

Supplier/Source Name/Address: **McLeRoy Inc**

Supplier/Source Contact: **Matt Andrews** **Phone:** **770-567-3514**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

McLeRoy Inc is to provide a Full Depth Reclamation of Crescent West. This will include FDR, Thermoplastic Stop Bars, and Thermoplastic Solid Traffic Stripe.

Is this a 1-time procurement? Estimated expenditure- one-time X OR - annual spend

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

We attempted to get multiple quotes for the Full Depth Reclamation of Crescent West.
McLeRoy Inc provided a proposal for the Full Depth Reclamation.
Blount Construction declined to provide proposal and Crawford Grading is not responding.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 8/2/2022 Requestor:

Department: Public Works Dept Accting Code: 101-4220-54-2500 Phone: 770 229-6603

Purchasing Use Only ⇓		**Finance Approval:**	
Comment:			
Date Processed:	Date Posted to GPR:	Solicitation #:	
Outcome:			
Awarded Sole Source:	Issued PO/Contract:	Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase and installation of new entrance doors for Historic City Hall from Door Resources, single source, in the amount of $28,249.56. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The doors installed during the rehabilitation cannot withstand the elements of the weather and continue to swell, shrink, and otherwise misshape throughout the seasons causing the doors to "stick" and become inaccessible. The proposed new doors are made of aluminum, which is more weather resilient but also still in keeping with the historical look of the doors. Door Resources will provide drawings and has already provided pictures of what the doors will look like. Public Works presented the request before the Historic Preservation Committee for a Certificat of Appropriateness on October 26, 2022 and was approved to move forward with the door replacement.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

SPLOST 2016 funds will be utilized for Historic City Hall doors in the amount of $28,249.56.

Submitted By:
Mariza Eller

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Door Resources PO.pdf

Griffin
Growing TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 2/8/23

FY23 Purchase Order No. _____

Bid/Quote No. _____

Vendor No. _____

Vendor Name & Address
Door Resources
5025 Courtney Drive
Forest Park, GA 30297
Attn: Randy Slape
rslape@doorresources.com
Ph: 404-361-8360 Fax:

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:
City of Griffin
Historic City Hall
201 E. Solomon St.
Griffin, GA 30223

ATTN: Mariza Eller/Jimmy Hardy
Phone: 770-229-6603 Fax: _____

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - On File? Y/N **Y**

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Furnish and Install New Doors, Hardware in	321 - 1665 - 54 - 1300 - 0000	1	each	28,249.560	28,249.56
Existing Frame	901 - 0000 - 13 - 1116 - 0000	1	each	(28,249.560)	-28,249.56
Monumental Series SL 15 Doors, Sage Brown	901 - 1600 - 11 - 7633 - 0000	1	each	28,249.560	28,249.56
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			
COMMENTS:				Totals: $	28,249.56

FY23 Purchase Order

COG USE ONLY

COG USE ONLY

PRICING METHOD:

	Verbal / Phone	Dept / Requestor / Date	Purchasing / Date
X	Email/Mail/Fax	Department Mgr / Date	Finance Director / Date
	Bid / RFP #		
Copy emailed to Supplier		City Manager / Date	BOARD / Date
	Supplier Notified		

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

DOOR RESOURCES
Formerly A&A Safe, Lock & Door

Door Resources
North Atlanta: 770-963-8191
South Atlanta 404-361-8360
sales@doorresources.com
www.doorresources.com

QUOTE No. 41569

Date: *02/06/2023*
Valid for 30 days
Payment Terms: ***2%10 NET30***
*Salesperson:*Randy Slape

Bill To:	Ship to:
City Of Griffin	City Of Griffin

Entry Door

Quantity	Item	Unit Price	Total
1.00	(1) SL-15 Pair of Doors (Base), All Aluminum Construction (2, 23" x 40" Wision Lites with 3/4" Insulated Tempered Glass 4 Recessed 3/4" Insulated Panel, Monumental Series Doors Undersized for Full Mortis Continuous Hinges, Sage Brown Pair Of Doors 62 7/8 x 106 5/8	$20,568.50	$20,568.50
2.00	LCN 4040XP-Hw/PA AL Hold Open non-handed arm. Aluminum Finish	$362.79	$725.58
2.00	VON Exit Device 8827-TP-US10B-3'-LHR-608-US10B-299-304L-248L4 US10B	$2,418.74	$4,837.48
2.00	Select Hinge SL5795HD-BR Heavy Duty Full Surface Continuous Hinge, Bronze In Color, for use on 8' door	$236.50	$473.00
1.00	Service Call	$95.00	$95.00
	Labor to Install Above Materials	$1,480.00	$1,480.00
	Take Down and Haul Away Existing Door	$70.00	$70.00
		Sub-Total	$28,249.56
		Tax	$0.00
		Total inc Tax	$28,249.56

1

DOOR RESOURCES
Formerly A&A Safe, Lock & Door

Door Resources
North Atlanta: 770-963-8191
South Atlanta 404-361-8360
sales@doorresources.com
www.doorresources.com

QUOTE No. 41569

Date: *02/06/2023*
Valid for 30 days
Payment Terms: ***2%10 NET30***
*Salesperson:*Randy Slape

Total Excluding Tax	$28,249.56
Tax	$0.00
Total Including Tax	$28,249.56

NOTES:
Furnish And Install New Doors Hardware In Existing Frame
Monumental Series SL15 Doors, Sage Brown in Color
4- Horizontal Recessed Panels, 1 Vision Panel. Doors to Closely Resemble Existing Wood Doors.

A. Allow 10-12 Weeks For Ordering And Scheduling
B. 50% Deposit Required

Please contact us if you have any questions regarding this quote. Thank you

Terms and Conditions: Special order and customized products may not be changed, cancelled or refunded after the order is placed. If you have any questions, please contact our sales or support team. As always, we look forward to working with you.

Payment Terms: 2%10 NET30 You will receive a 2% discount on the net amount if the invoice is paid in full within the first ten days of the invoice date. Otherwise, the full invoice amount is due in 30 days without a discount.

Service Charges on past due invoices (except for authorized items in dispute) will be assessed at 1.5% per month on all past due amounts open as of the last day of each calendar month until the past due amounts are paid. Please reference invoice number(s) on all correspondence and remittance.

The Door Resources Guarantee

- Honest and upfront pricing

DOOR RESOURCES
Formerly A&A Safe, Lock & Door

Door Resources
North Atlanta: 770-963-8191
South Atlanta 404-361-8360
sales@doorresources.com
www.doorresources.com

QUOTE No. 41569

Date: *02/06/2023*
Valid for 30 days
Payment Terms: ***2%10 NET30***
*Salesperson:*Randy Slape

- Expert Installation and Friendly Customer Service
- All the products we sell will be authorized by the manufacturer and qualify for the full manufacturer's warranty
- We will be available to assist with any issues and questions that you may have after the purchase
- Click to view the full warranty information

Randy Slape

DOOR RESOURCES
Formerly A&A Safe, Lock & Door

Door Resources
North Atlanta: 770-963-8191
South Atlanta 404-361-8360
sales@doorresources.com
www.doorresources.com

QUOTE No. 41569

Date: *02/06/2023*
Valid for 30 days
Payment Terms: ***COD***
Salesperson: Randy Slape

Bill To:
City Of Griffin
,

Ship to:
City Of Griffin
,

Quantity	Item	Unit Price	Total
1.00	(1) SL-15 Pair of Doors (Base), All Aluminum Construction (2, 23" x 40" Wision Lites with 3/4" Insulated Tempered Glass 4 Recessed 3/4" Insulated Panel, Monumental Series Doors Undersized for Full Mortis Continuous Hinges, Sage Brown Pair Of Doors 62 7/8 x 106 5/8	$20,568.50	$20,568.50
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2.00	VON Exit Device 8827-TP-US10B-3'-LHR-608-US10B-299-304L-248L4 US10B	$2,418.74	$4,837.48
2.00	Select Hinge SL5795HD-BR Heavy Duty Full Surface Continuous Hinge, Bronze In Color, for use on 8' door	$236.50	$473.00
1.00	Service Call	$95.00	$95.00
	Labor to Install Above Materials	$1,480.00	$1,480.00
	Take Down and Haul Away Existing Door	$70.00	$70.00
		Total Excluding Tax	$28,249.56
		Tax	$0.00
		Total Including Tax	$28,249.56

Notes:

1

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Formerly A&A Safe, Lock & Door

Door Resources
North Atlanta: 770-963-8191
South Atlanta 404-361-8360
sales@doorresources.com
www.doorresources.com

QUOTE No. 41569

Date: *02/06/2023*
Valid for 30 days
Payment Terms: ***COD***
Salesperson: Randy Slape

Furnish And Install New Doors Hardware In Existing Frame
Monumental Series SL15 Doors, Sage Brown in Color
4- Horizontal Recessed Panels, 1 Vision Panel. Doors to Closely Resemble Existing Wood Doors.

A. Allow 10-12 Weeks For Ordering And Scheduling
B. 50% Deposit Required

WE ACCEPT THE ABOVE PROPOSAL:

BY: _____ DATE: _____
Signature

Terms and Conditions: Special order and customized products may not be changed, cancelled or refunded after the order is placed. If you have any questions, please contact our sales or support team. As always, we look forward to working with you.

Payment Terms: COD. The outstanding balance for this project will be due at the time of completion of work. We accept cash, company checks and credit cards.

The Door Resources Guarantee

- Honest and upfront pricing
- Expert Installation and Friendly Customer Service
- All the products we sell will be authorized by the manufacturer and qualify for the full manufacturer's warranty
- We will be available to assist with any issues and questions that you may have after the purchase
- Click to view the full warranty information



2/6/23

- All Aluminum
- Sage Brown
- 3 Horizontal Inlays Below Glass
- 1 Horizontal Inlay Above Glass
- No Muntins in Glass

* Honoring Original Quote Price w/ Correct Door

* Approx 6 weeks to Get

- Per Randy Slape
- Sending Updated Quote w/ Door Info on It

JH

Jimmy Hardy

To Jimmy Hardy

Reply

CITY OF GRIFFIN
FY23 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

○ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

◉ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity — Historic City Hall New Entry Doors

Detail the research that has been done to qualify this for selected method of procurement:

Supplier/Source Name/Address: **Door Resources**

Supplier/Source Contact: **Randy Slape** **Phone:** **404-361-8360**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

Request is for new Aluminum Entry Way Doors for Historic City Hall
Doors will be custom built and color of Sage Brown to match existing doors
as close as possible

Is this a 1-time procurement? Estimated expenditure- one-time X OR - annual spend

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

Door Resources is the only door contractor that has come to look at doors as they
can have custom made. Two other door companies have responded but is out of their scope of work.
Doors will be custom built and color of Sage Brown to match existing doors
as close as possible

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 2/22/2023 Requestor: Mariza Eller

Department: Public Works Dept Accting Code: Phone:

Purchasing Use Only ⇓		**Finance Approval:**	
Comment:			
Date Processed:	Date Posted to GPR:	Solicitation #:	
Outcome:			
Awarded Sole Source:	Issued PO/Contract:	Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an agreement with Georgia Entry Solutions, lowest quote, in the amount of $25,612.89 for the installation of security fencing above the walls of the evidence room at the Griffin Police Department, and amend the budget accordingly. *Police Chief, Mike Yates, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Griffin Police Department is following the recommendation of C.A.L.E.A. in having security fencing placed above the walls of the evidence room. After obtaining three quotes for the projected work, Georgia Entry Solutions submitted the lowest quote.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The projected work will be funded by unused insurance proceeds from the Police Range enumerated on the attached Budget Amendment.

Submitted By:
Daniel Jett

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
AGENDA ITEM 20230228 BA Resolution Police Facility Evidence Storage.pdf
Purchase Order.pdf
Quotes.pdf

RESOLUTION

A RESOLUTION TO AMEND THE FISCAL YEAR 2023 BUDGET IN THE AMOUNT OF $25,612.89

WHEREAS, the Board of City Commissioners is charged with the preparation of an annual budget for the City of Griffin; and

WHEREAS, on June 14, 2022, the Board of City Commissioners adopted the Fiscal Year 2023 Budget; and

WHEREAS, the Board of City Commissioners approve amending the City of Griffin's General Fund Police Fiscal Year 2022-2023 Operating and Capital Budget by reallocating $25,612.89 to Capital Furniture & Fixtures, for Fiscal Year 2023, for the purpose set forth below; and

BE IT RESOLVED by the Board of City Commissioners this 28th day of February, 2023, that the Fiscal Year 2023 Budget be, and is hereby, amended in the amount of $25,612.89 as follows:

General Fund - Police Buildings

INCREASE EXPENSE		
101-3260-54-2300-0000	Furniture & Fixtures	25,612.89

General Fund - Police Training Range

DECREASE EXPENSE		
101-3240-52-2200-0000	Repair & Maintenance Services	(25,612.89)

_____

Douglas Hollberg, Mayor

_____

Jessica O'Connor, Secretary

Griffin
Growing TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 2/13/23

FY23 Purchase Order No.

Bid/Quote No. 1069

Vendor No.

Vendor Name & Address
Georgia Entry Solutions
Attn: Phillip Hicks
176 Austin Drive
Williamson, Ga 30292
Philliph@georgiaentrysolutions.com
Ph: 404-861-9363 Fax: N/A

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:
City of Griffin
Police Department
234 N Hill St
Griffin, GA 30223

ATTN: Lt. Daniel Jett
Phone: 770-229-6450 ext 541 Fax:

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Security Fencing for Evidence Room	101 - 3260 - 54 - 2300 - 0000	1	ea	25,612.890	**25,612.89**
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

COMMENTS:

Totals: $** **$ 25,612.89

FY23 Purchase Order

COG USE ONLY

PRICING METHOD:

	Verbal / Phone
X	Email/Mail/Fax
	Bid / RFP #

Copy emailed to Supplier
Supplier Notified

COG USE ONLY

Police / / 2-13-23
Dept / Requestor / Date **Purchasing / Date**

Police / / 2-13-23
Department Mgr / Date **Finance Director / Date**

City Manager / Date **BOARD / Date**

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

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The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

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No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

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Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

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Georgia Entry Solutions LLC
176 Austin Drive
Williamson, GA 30292
+1 4048619363
philliph@georgiaentrysolutions.com

Estimate

ADDRESS
Lt Daniel Jett
Griffin Police Department
868 W Poplar St
Griffin, Ga 30224

ESTIMATE 1069
DATE 02/20/2023

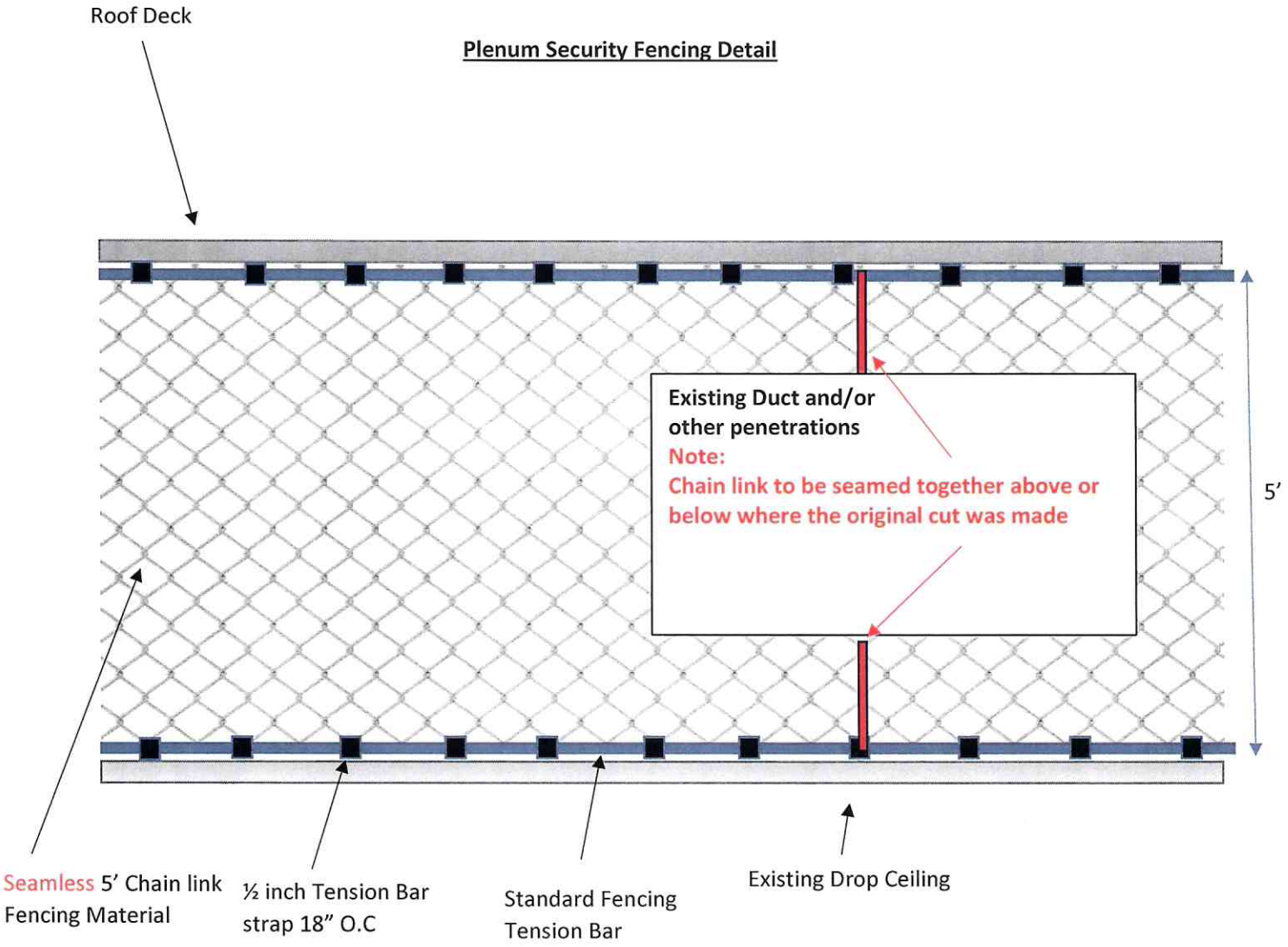
DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	5 Foot Plenum Security Fencing	Provide the necessary material, tools, equipment, supervision and labor to install a security fence from the top of the existing metal stud wall to the metal roof deck. The proposed fencing will be constructed of 11.5 Gage Chain link fencing, using tension bars to keep the fencing tight. At all 90 degree turns a 1 1/2 inch Galvanized steel post secured from the deck to the ceiling. (See Attached Detail) Per 5 Foot	70	365.898 4286	25,612.89

TOTAL **$25,612.89**

Accepted By

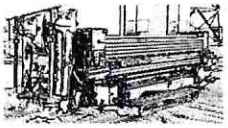
Accepted Date

Plenum Security Fencing Detail



Note:

All seams created to avoid penetrations will be seamed back together, all 90 degree corners will be secured with a 1 ½ Galvanized post secure form the roof deck to the top of the existing wall.



CONSTRUCTION PROPOSAL

Bore More Construction Inc.
789 Sandy Creek Road, Fayetteville, GA 30214
404-886-8440 bmc@atlcable.com

CUSTOMER
Griffin Police Department

ESTIMATE NO
BMC 1005

DATE
1/6/2023

ADDRESS
Griffin Police Department

CITY/STATE/ZIP
Griffin GA 30224

PHONE

E-MAIL
djel@cityofgriffin.com

SALESPERSON
Lt Daniel Jett

PROJECT

PREPARED BY:
Cliff Fleming

ATTENTION

PAYMENT TERMS
Net 30

DUE DATE
2/5/2023

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
350	Footage of Plenum Security Fencing 11.5 gauge with tension poles for strength	$101.93	**$35,675.50**

SUBTOTAL	**$35,675.50**
TAX RATE	
SALES TAX	**$0.00**
OTHER	
TOTAL	**$35,675.50**

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Enter conditions here

Sign Below to Accept Quote:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT

Authorized Rep Date

ESTIMATE

Tileist LLC
150 eagle way, 30281 Stockbridge GA
Stockbridge, GA 30281

tileist.llc@gmail.com
+1 6785956390

Daniel Jett

Bill to
Daniel Jett
868 W Poplar St Griffin, GA 30224

Estimate details
Estimate date : 1/9/23

	Product or service	Amount
1.	**5' perimeter security fencing approx 350'** includes all materials and necessary labor to complete the scope of work requested.	$41,681.48
2.	**overhead/operation fee** daily operation fee	$1,084.50

Total **$42,765.98**

Deposit due $11,000.00

Note to customer

Thank you for your business.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Resolution pursuant to Code of Griffin Sec. 2-190 retroactively approving the emergency purchase of rock material, drainage pipes, hauling, and labor from Rock-It Sand & Gravel in the amount of $593,005.53 for purposes of creating a road at Shoal Creek Landfill, the City's approved storm-debris staging area, which was necessary for safe initiation of the City's debris removal operations. *Director of Solid Waste, Todd Ennis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Pursuant to an EPD permit and a letter of approval from the Georgia Environmental Protection Division dated January 17, 2023, the Shoal Creek Landfill is the City's only authorized Storm Debris Staging Area (SOC-0038939) for storm-generated vegetative debris produced by the Disaster Event. The City's debris removal contractor informed the City that a wider and stronger road would need to be created in order for trucks to be able to safely and efficiently haul and dispose of debris into the Landfill, and debris removal operations could not begin until the road was created. In order to efficiently abate the public safety hazard created by debris generated during the January 2023 disaster event, the City had to utilize emergency procurement procedures to obtain rock material, pipe, hauling, and labor for the creation of the road at the Shoal Creek Landfill. Rock-It Sand & Gravel is a vendor registered with the City of Griffin operating within close proximity to the Shoal Creek Landfill and capable of making multiple same day deliveries for the efficient creation of a road with proper drainage that would facilitate the safe hauling and disposal of debris at the Landfill so that the City could begin disaster recovery efforts necessary for public safety in and around the City.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Purchase Order No. 23-0291 in the amount of $593,005.53, includes the following line items:

- Grading and Building of Road with Pipes for Drainage - $161,316.39
- 7,234.55 tons of Surge Stone - $202,337.58
- 5,546.91 tons of Crusher Run Stone - $109,551.49
- 1,000.82 tons of #3 Stone - $29,088.92
- 274.28 tons of Screenings - $2,194.24
- 37.60 tons of Rip-Rap - $1,146.80
- 37.60 tons of Type 3 Rip-Rap - $1,165.60
- 36.86 tons of #57 Stone – 1,032.08
- Hauling Costs from Vulcan to Shoal Creek - $85,172.43

Submitted By:
Todd Ennis

Meeting Date:
28/02/2023

Reviewed By:

Jessica O'Connor

ATTACHMENTS:
PO 23-0291 Emergency Purchase of Material and Labor from Rock-It Sand And Gravel.pdf
Emergency Purchase of Material and Labor from Rock-It Sand and Gravel Landfill Roads Photos.pdf
RES_Declaring_Emergency_for_Materials_and_Labor_for_Road_at_Shoal_Creek_Landfill__STORM_

Griffin
Growing TOGETHER

City of Griffin, Georgia
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

SH 2/22/23

DATE: 2/22/23

FY23 Purchase Order No. 23-0291

Bid/Quote No. 23263, 23271

Vendor No.

Vendor Name & Address
Rock-It Sand & Gravel
Haley Wilder
PO Box 589
Griffin, GA 30224
rockitaccpayable@aol.com
Ph: 770-229-1160 Fax:

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Deliver to:
City of Griffin
Landfill
575 Shoal Creek Road
Griffin, GA 30223

ATTN: James Mays / Todd Ennis
Phone: 770-403-7538 Fax:

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - On File? Y/N **Y**

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Grading and Build of Road w/ Pipe for drainage	254 4532 52 2200 0000	1	ea	161,316.390	**161,316.39**
Surge Stone	254 4532 52 2200 0000	7234.55	tons	27.968	**202,337.58**
Crusher Run Stone	254 4532 52 2200 0000	5546.91	tons	19.750	**109,551.49**
#3 Stone	254 4532 52 2200 0000	1000.82	tons	29.065	**29,088.92**
Screenings	254 - 4532 - 52 - 2200 - 0000	274.28	tons	8.000	**2,194.24**
Rip-Rap	254 4532 52 2200 0000	37.60	tons	30.500	**1,146.80**
Type 3 Rip-Rap	254 4532 52 2200 0000	37.60	tons	31.000	**1,165.60**
#57 Stone	254 - 4532 - 52 - 2200 - 0000	36.86	tons	28.000	**1,032.08**
Hauling from Vulcan to Landfill	254 - 4532 - 52 - 2200 - 0000	14149.1	tons	6.020	**85,172.43**
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

2-23-2023

COMMENTS: STORM 1/12/2023 **Totals: $** **$ 593,005.53**
FEMA-4685-DR

FY23 Purchase Order

COG USE ONLY

PRICING METHOD:
- Verbal / Phone
- X Email/Mail/Fax
- Bid / RFP #

Copy emailed to Supplier
Supplier Notified

COG USE ONLY

Solid Waste 02/22/2023 Shuii Huggins 2/23/23
Dept / Requestor / Date Purchasing / Date

02/22/2023 Amanda Carmichael 2/23/23
Department Mgr / Date Finance Director / Date

2/23/23
City Manager / Date BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

GRADING	TON		RATE	AMOUNT
1/16/23	880.62		$11.00	$9,686.82
1/17/23	1087.29		$11.00	$11,960.19
1/18/23	1450.55		$11.00	$15,956.05
1/19/23	1603.51		$11.00	$17,638.61
1/20/23	2702.19		$11.00	$29,724.09
1/21/23	5509.54		$11.00	$60,604.94
1/23/23	651.24		$11.00	$7,163.64
1/24/23	57.83		$11.00	$636.13
1/25/23	149.72		$11.00	$1,646.92
				$155,017.39

PIPE / INSTALL				
1/23/23	140LF		$24.99	$3,499.00
1/23/23	140 LF INSTALL		$20.00	$2,800.00
				$6,299.00

SURGE STONE				
1/16/23	55.03		$34.00	$1,871.02
1/16/23	692.01		$28.00	$19,376.28
1/17/23	168.39		$28.00	$4,714.92
1/18/23	688.27		$28.00	$18,711.56
1/19/23	832.98		$28.00	$23,323.44
1/20/23	1480.00		$28.00	$41,440.00
1/21/23	3056.48		$28.00	$85,581.44
1/23/23	203.51		$28.00	$5,698.28
1/24/23	38.88		$28.00	$1,088.64
1/31/23	19.00		$28.00	$532.00
	7234.55	tons		$202,337.58

CRUSHER RUN				
1/16/23	133.58		$19.75	$2,638.21
1/17/23	918.90		$19.75	$18,148.28
1/18/23	744.21		$19.75	$14,698.15
1/19/23	181.94		$19.75	$3,593.32
1/20/23	1222.19		$19.75	$24,138.25
1/21/23	2178.78		$19.75	$43,030.91
1/23/23	36.36		$19.75	$718.11
1/25/23	130.95		$19.75	$2,586.26
	5546.91	tons		$109,551.49

Invoice 23263:	$546,144.49
Invoice 23271:	$46,861.04
Total:	$593,005.53

#3 STONE				
1/18/23	38..07		$28.00	$1,065.96
1/19/23	588.59		$28.00	$16,480.52
1/23/23	393.46		$28.00	$11,016.88
1/25/23	18.77		$28.00	$525.56
	1000.82	tons		$29,088.92
SCREENINGS				
1/21/23	274.28 tons		$8.00	$2,194.24
RIP-RAP				
1/23/23	37.60 tons		$30.50	$1,146.80
TYPE 3 RIP-RAP				
1/23/23	37.60 tons		$31.00	$1,165.60
#57 STONE				
1/23/23	17.91		$28.00	$501.48
1/24/23	18.95		$28.00	$530.60
	36.86	tons		$1,032.08
HAULING				
1/16/23	55.03		$9.00	$495.27
1/16/23	825.59		$6.00	$4,953.54
1/17/23	1087.29		$6.00	$6,523.74
1/18/23	1450.55		$6.00	$8,703.30
1/19/23	1603.51		$6.00	$9,621.06
1/20/23	2702.19		$6.00	$16,213.14
1/21/23	5509.54		$6.00	$33,057.24
1/23/23	37.60		$9.00	$338.40
1/23/23	651.24		$6.00	$3,907.44
1/24/23	57.83		$6.00	$346.98
1/25/23	149.72		$6.00	$898.32
1/31/23	19.00		$6.00	$114.00
	14149.09	tons		$85,172.43

	$155,017.39
	$6,299.00
	$202,337.58
	$109,551.49
	$29,088.92
	$2,194.24
	$1,146.80
	$1,165.60
	$1,032.08
	$85,172.43
Total Cost:	$593,005.53

ROCK-IT SAND & GRAVEL, INC.
PO BOX 589
Griffin, GA 30224 US
+1 7702291160
rockitaccpayable@aol.com

ROCK-IT
SAND & GRAVEL INC.

BILL TO
City of Griffin Solid Waste
236 Emlet Dr
Griffifn, Ga 30223

SHIP TO
City of Griffin Solid Waste
236 Emlet Dr
Griffifn, Ga 30223

INVOICE 23271

DATE 01/26/2023 **TERMS** Net 15

DUE DATE 02/10/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/23/2023	**18" HDPE Pipe**	18" HDPE Pipe Price Per L..F. installed under the road in 3 separate locations for drainage to allow water to drain under road to the downhill side.	140	24.9928571	3,499.00
01/23/2023	**Install HDPE Pipe**	Install HDPE Pipe per L.F	140	20.00	2,800.00
01/23/2023	**Rip-Rap**	Rip Rap to Shoal Creek Landfill from Griffin Quarry per ton for the pipe pipe.	37.60	30.50	1,146.80
01/23/2023	**Hauling (Non-Taxable)**	Hauling fee to deliver Rip Rap to landfill from Griffin Quarry per ton	37.60	9.00	338.40
01/23/2023	**type 3 rip-rap installed**	type 3 rip-rap installed including equipment and labor per ton.	37.60	31.00	1,165.60
01/23/2023	**Crusher Run**	Crusher Run to Shoal Creek Landfill from Griffin Quarry Per Ton	36.36	19.75	718.11

Please remit all payments to:
Rock-It Sand and Gravel Inc.
PO Box 589
Griffin Ga. 30224

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/23/2023	**#3 Stone**	#3 Stone to Shoal Creek Landfill from Griffin Quarry per ton	393.46	28.00	11,016.88
01/23/2023	**Surge**	Surge Stone to Shoal Creek Landfill from Griffin Quarry per ton	203.51	28.00	5,698.28
01/23/2023	**#57 Stone per ton**	#57 Stone Stone to Shoal Creek Landfill from Griffin Quarry per ton	17.91	28.00	501.48
01/23/2023	**Hauling (Non-Taxable)**	Hauling fee to deliver material to landfill from Griffin Quarry per ton.	651.24	6.00	3,907.44
01/23/2023	**Grading**	Spreading, Compacting equipment and labor to build road on January 23 price per ton hauled.	651.24	11.00	7,163.64
01/24/2023	**Surge**	Surge Stone to Shoal Creek Landfill from Griffin Quarry per ton	38.88	28.00	1,088.64
01/24/2023	**#57 Stone per ton**	#57 Stone Stone to Shoal Creek Landfill from Griffin Quarry per ton	18.95	28.00	530.60
01/24/2023	**Hauling (Non-Taxable)**	Hauling fee to deliver material to landfill from Griffin Quarry per ton.	57.83	6.00	346.98
01/24/2023	**Grading**	Spreading, Compacting equipment and labor to build road on January 24 price per ton hauled.	57.83	11.00	636.13

Please remit all payments to:
Rock-It Sand and Gravel Inc.
PO Box 589
Griffin Ga. 30224

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/25/2023	**Crusher Run**	Crusher Run to Shoal Creek Landfill from Griffin Quarry Per Ton	130.95	19.75	2,586.26
01/25/2023	**#3 Stone**	#3 Stone to Shoal Creek Landfill from Griffin Quarry per ton	18.77	28.00	525.56
01/25/2023	**Hauling (Non-Taxable)**	Hauling fee to deliver material to landfill from Griffin Quarry per ton.	149.72	6.00	898.32
01/25/2023	**Grading**	Spreading, Compacting equipment and labor to build road on January 25 price per ton hauled.	149.72	11.00	1,646.92
01/31/2023	**Surge**	Surge Stone to Shoal Creek Landfill from Griffin Quarry per ton	19	28.00	532.00
01/31/2023	**Hauling (Non-Taxable)**	Hauling fee to deliver material to landfill from Griffin Quarry per ton.	19	6.00	114.00

SUBTOTAL	46,861.04
TAX	0.00
TOTAL	46,861.04
TOTAL DUE	**$46,861.04**

Please remit all payments to:
Rock-It Sand and Gravel Inc.
PO Box 589
Griffin Ga. 30224

ROCK-IT SAND & GRAVEL, INC.
PO BOX 589
Griffin, GA 30224 US
+1 7702291160
rockitaccpayable@aol.com

ROCK-IT
SAND & GRAVEL INC.

BILL TO
City of Griffin Solid Waste
236 Emlet Dr
Griffifn, Ga 30223

SHIP TO
City of Griffin Solid Waste
236 Emlet Dr
Griffifn, Ga 30223

INVOICE 23263

DATE 01/24/2023 **TERMS** Net 15

DUE DATE 02/08/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/16/2023	**Surge**	Surge Stone to Shoal Creek Landfill from Martin Marietta Quarry per ton	55.03	34.00	1,871.02
01/16/2023	**Hauling (Non-Taxable)**	Hauling fee to deliver surge to landfill from Martin Marietta Quarry per ton	55.03	9.00	495.27
01/16/2023	**Surge**	Surge Stone to Shoal Creek Landfill from Griffin Quarry per ton	692.01	28.00	19,376.28
01/16/2023	**Crusher Run**	Crusher Run to Shoal Creek Landfill from Griffin Quarry Per Ton	133.58	19.75	2,638.21
01/16/2023	**Hauling (Non-Taxable)**	Hauling fee to deliver material to landfill from Griffin Quarry per ton.	825.59	6.00	4,953.54
01/16/2023	**Grading**	Spreading, Compacting equipment and labor to build road on January 16 price per ton hauled.	880.62	11.00	9,686.82

Please remit all payments to:
Rock-It Sand and Gravel Inc.
PO Box 589
Griffin Ga. 30224

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/17/2023	**Crusher Run**	Crusher Run to Shoal Creek Landfill from Griffin Quarry Per Ton	918.90	19.75	18,148.28
01/17/2023	**Surge**	Surge Stone to Shoal Creek Landfill from Griffin Quarry per ton	168.39	28.00	4,714.92
01/17/2023	**Hauling (Non-Taxable)**	Hauling fee to deliver material to landfill from Griffin Quarry per ton.	1,087.29	6.00	6,523.74
01/17/2023	**Grading**	Spreading, Compacting equipment and labor to build road on January 17 price per ton hauled.	1,087.29	11.00	11,960.19
01/18/2023	**Crusher Run**	Crusher Run to Shoal Creek Landfill from Griffin Quarry Per Ton	744.21	19.75	14,698.15
01/18/2023	**Surge**	Surge Stone to Shoal Creek Landfill from Griffin Quarry per ton	668.27	28.00	18,711.56
01/18/2023	**#3 Stone**	#3 Stone to Shoal Creek Landfill from Griffin Quarry per ton	38.07	28.00	1,065.96
01/18/2023	**Hauling (Non-Taxable)**	Hauling fee to deliver material to landfill from Griffin Quarry per ton.	1,450.55	6.00	8,703.30
01/18/2023	**Grading**	Spreading, Compacting equipment and labor to build roads on January 18 price per ton hauled.	1,450.55	11.00	15,956.05

Please remit all payments to:
Rock-It Sand and Gravel Inc.
PO Box 589
Griffin Ga. 30224

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/19/2023	**Crusher Run**	Crusher Run to Shoal Creek Landfill from Griffin Quarry Per Ton	181.94	19.75	3,593.32
01/19/2023	**Surge**	Surge Stone to Shoal Creek Landfill from Griffin Quarry per ton	832.98	28.00	23,323.44
01/19/2023	**#3 Stone**	#3 Stone to Shoal Creek Landfill from Griffin Quarry per ton	588.59	28.00	16,480.52
01/19/2023	**Hauling (Non-Taxable)**	Hauling fee to deliver material to landfill from Griffin Quarry per ton.	1,603.51	6.00	9,621.06
01/19/2023	**Grading**	Spreading, Compacting equipment and labor to build roads on January 19 price per ton hauled.	1,603.51	11.00	17,638.61
01/20/2023	**Crusher Run**	Crusher Run to Shoal Creek Landfill from Griffin Quarry Per Ton	1,222.19	19.75	24,138.25
01/20/2023	**Surge**	Surge Stone to Shoal Creek Landfill from Griffin Quarry per ton	1,480	28.00	41,440.00
01/20/2023	**Hauling (Non-Taxable)**	Hauling fee to deliver material to landfill from Griffin Quarry per ton.	2,702.19	6.00	16,213.14
01/20/2023	**Grading**	Spreading, Compacting equipment and labor to build roads on January 20 price per ton hauled.	2,702.19	11.00	29,724.09

Please remit all payments to:
Rock-It Sand and Gravel Inc.
PO Box 589
Griffin Ga. 30224

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/21/2023	**Crusher Run**	Crusher Run to Shoal Creek Landfill from Griffin Quarry Per Ton	2,178.78	19.75	43,030.91
01/21/2023	**Screenings**	Screenings to Shoal Creek Landfill from Griffin Quarry Per Ton	274.28	8.00	2,194.24
01/21/2023	**Surge**	Surge Stone to Shoal Creek Landfill from Griffin Quarry per ton	3,056.48	28.00	85,581.44
01/21/2023	**Hauling**	Hauling fee to deliver material to landfill from Griffin Quarry per ton.	5,509.54	6.00	33,057.24
01/21/2023	**Grading**	Spreading, Compacting equipment and labor to build roads on January 21 price per ton hauled.	5,509.54	11.00	60,604.94

SUBTOTAL	546,144.49
TAX	0.00
TOTAL	546,144.49
TOTAL DUE	**$546,144.49**

Please remit all payments to:
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PO Box 589
Griffin Ga. 30224

R O C K - I T S A N D & G R A V E L, I N C.
P.O. Box 589
SAND & GRAVEL Griffin, Ga. 30224 CONTRACT HAULING
(770) 229-1160

To : CITY OF GRIFFIN SOLID WASTE
Address : 236 EMLET DR
GRIFFIN, GA 30223

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
15.63	317753	G24	01/23/23		Y	
19.01	317754	RKT3	01/23/23		Y	
19.03	317756	RKT9	01/23/23		Y	
18.74	317758	RKT7	01/23/23		Y	
17.24	317762	RKT10	01/23/23		Y	
16.82	317764	RKT8	01/23/23		Y	
17.60	317767	RKT3	01/23/23		Y	
18.88	317772	RKT7	01/23/23		Y	
393.46 *			Subtotal			
18.77	318014	RKT3	01/25/23		Y	
18.77 *			Subtotal			

Materials - #3 TO CITY OF GRIFFIN LANDFILL from VULCAN, GRIFFIN
412.23 Tons
Hauling - #3 TO CITY OF GRIFFIN LANDFILL from VULCAN, GRIFFIN
412.23 Tons

18.58	317658	RKT10	01/23/23		Y	
18.38	317659	G33	01/23/23		Y	
17.74	317660	RKT8	01/23/23		Y	
17.73	317674	G24	01/23/23		Y	
18.55	317675	G33	01/23/23		Y	
17.96	317706	G24	01/23/23		Y	
18.01	317710	G33	01/23/23		Y	
18.81	317714	RKT7	01/23/23		Y	
19.88	317723	G24	01/23/23		Y	
18.63	317725	G33	01/23/23		Y	
19.24	317807	RKT7	01/23/23		Y	
203.51 *			Subtotal			
19.83	317962	RKT3	01/24/23		Y	
19.05	317980	RKT3	01/24/23		Y	
38.88 *			Subtotal			
19.00	318748	G1	01/31/23		Y	
19.00 *			Subtotal			

Materials - SURGE TO SHOAL CREEK LANDFILL from VULCAN, GRIFFIN
261.39 Tons
Hauling - SURGE TO SHOAL CREEK LANDFILL from VULCAN, GRIFFIN
261.39 Tons

19.27	317812	RKT7	01/23/23		Y	

R O C K - I T S A N D & G R A V E L, I N C.

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
19.27 *			Subtotal			
18.33	318032	RKT9	01/25/23		Y	
18.33 *			Subtotal			

Materials - TYPE 3 RIP RAP TO SCHOAL CRK from VULCAN, GRIFFIN
37.60 Tons
Hauling - TYPE 3 RIP RAP TO SCHOAL CRK from VULCAN, GRIFFIN
37.60 Tons

R O C K - I T S A N D & G R A V E L, I N C.

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
17.91	317796	RKT7	01/23/23		Y	
17.91 *			Subtotal			
18.95	317952	RKT3	01/24/23		Y	
18.95 *			Subtotal			

Materials - 57'S TO SHOAL CREEK LANDFILL from VULCAN, GRIFFIN
36.86 Tons
Hauling - 57'S TO SHOAL CREEK LANDFILL from VULCAN, GRIFFIN
36.86 Tons

18.63	317676	RKT10	01/23/23		Y	
17.73	317677	RKT8	01/23/23		Y	
36.36 *			Subtotal			
18.65	318018	RKT8	01/25/23		Y	
18.73	318019	RKT9	01/25/23		Y	
18.90	318022	RKT8	01/25/23		Y	
18.20	318023	RKT9	01/25/23		Y	
18.96	318027	RKT9	01/25/23		Y	
18.77	318028	RKT8	01/25/23		Y	
18.74	318034	RKT8	01/25/23		Y	
130.95 *			Subtotal			

Materials - CRUSHER RUN TO SHOAL CREEK from VULCAN, GRIFFIN
167.31 Tons
Hauling - CRUSHER RUN TO SHOAL CREEK from VULCAN, GRIFFIN
167.31 Tons

16.47	317702	RKT10	01/23/23		Y	
16.69	317704	RKT8	01/23/23		Y	
18.95	317720	RKT9	01/23/23		Y	
17.59	317721	RKT10	01/23/23		Y	
17.79	317722	RKT8	01/23/23		Y	
19.04	317731	RKT7	01/23/23		Y	
18.23	317732	RKT10	01/23/23		Y	
16.83	317733	RKT8	01/23/23		Y	
17.39	317734	RKT9	01/23/23		Y	
17.47	317738	RKT3	01/23/23		Y	
19.54	317744	RKT7	01/23/23		Y	
17.65	317747	RKT10	01/23/23		Y	
17.67	317749	RKT8	01/23/23		Y	
19.20	317750	G33	01/23/23		Y	

ROCK-IT SAND & GRAVEL, INC.

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To : CITY OF GRIFFIN SOLID WASTE
Address : 236 EMLET DR
GRIFFIN, GA 30223

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
19.13	136425	RKT4	01/16/23		Y	
19.00	136426	RKT7	01/16/23		Y	
18.00	136463	G24	01/16/23		Y	
19.15	136464	RKT7	01/16/23		Y	
20.23	136466	RKT4	01/16/23		Y	
18.59	136471	RKT5	01/16/23		Y	
19.48	136477	RKT7	01/16/23		Y	
133.58	*		Subtotal			
19.49	136491	G24	01/17/23		Y	
19.43	136492	RKT7	01/17/23		Y	
18.10	136500	RKT8	01/17/23		Y	
18.69	136504	RKT5	01/17/23		Y	
17.16	136508	G33	01/17/23		Y	
17.93	136509	RKT7	01/17/23		Y	
18.28	136521	RKT8	01/17/23		Y	
18.61	136522	RKT5	01/17/23		Y	
17.93	136523	G24	01/17/23		Y	
17.97	136533	G33	01/17/23		Y	
17.45	136534	RKT7	01/17/23		Y	
16.75	136548	RKT8	01/17/23		Y	
18.00	136549	RKT5	01/17/23		Y	
17.59	136562	G24	01/17/23		Y	
17.47	136563	RKT7	01/17/23		Y	
17.67	136565	G33	01/17/23		Y	
18.57	136575	RKT5	01/17/23		Y	
17.87	136576	RKT8	01/17/23		Y	
18.80	136584	RKT7	01/17/23		Y	
18.58	136585	G24	01/17/23		Y	
18.94	136592	G33	01/17/23		Y	
19.50	136596	RKT5	01/17/23		Y	
15.94	136597	RKT8	01/17/23		Y	
18.96	136600	RKT7	01/17/23		Y	
18.85	136603	G24	01/17/23		Y	
19.82	136604	RKT4	01/17/23		Y	
19.16	136612	G33	01/17/23		Y	
18.87	136613	RKT8	01/17/23		Y	
18.13	136615	RKT7	01/17/23		Y	
17.00	136618	RKT9	01/17/23		Y	
19.11	136619	RKT5	01/17/23		Y	
18.94	136620	G24	01/17/23		Y	
20.00	136621	RKT4	01/17/23		Y	
18.29	136624	RKT7	01/17/23		Y	
18.45	136630	RKT5	01/17/23		Y	

Please use for ticket Reference

ROCK-IT SAND & GRAVEL, INC.

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
18.28	136631	RKT9	01/17/23		Y	
18.36	136632	RKT8	01/17/23		Y	
20.25	136633	RKT4	01/17/23		Y	
18.68	136634	RKT10	01/17/23		Y	
18.74	136635	G33	01/17/23		Y	
17.88	136636	G24	01/17/23		Y	
18.67	136644	RKT5	01/17/23		Y	
18.98	136645	RKT8	01/17/23		Y	
15.25	136646	RKT9	01/17/23		Y	
20.01	136647	RKT4	01/17/23		Y	
17.20	136648	RKT10	01/17/23		Y	
18.38	136651	G24	01/17/23		Y	
19.33	136652	G33	01/17/23		Y	
19.44	316478	RKT5	01/17/23		Y	
17.15	316489	RKT6	01/17/23		Y	
918.90 ✓*			Subtotal			
18.82	136669	RKT8	01/18/23		Y	
20.56	136672	RKT4	01/18/23		Y	
18.53	136680	RKT8	01/18/23		Y	
20.52	136682	RKT4	01/18/23		Y	
18.97	136696	RKT5	01/18/23		Y	
18.48	136697	G33	01/18/23		Y	
18.67	136698	RKT3	01/18/23		Y	
17.93	136702	RKT10	01/18/23		Y	
20.45	136733	RKT4	01/18/23		Y	
19.32	136734	RKT3	01/18/23		Y	
18.79	136748	RKT3	01/18/23		Y	
19.79	136749	RKT4	01/18/23		Y	
18.91	136761	RKT3	01/18/23		Y	
20.37	136767	RKT4	01/18/23		Y	
19.06	136775	RKT3	01/18/23		Y	
19.56	136779	RKT4	01/18/23		Y	
18.77	136791	G33	01/18/23		Y	
19.48	136793	RKT5	01/18/23		Y	
18.78	136794	RKT9	01/18/23		Y	
18.27	136795	RKT10	01/18/23		Y	
18.39	136802	RKT8	01/18/23		Y	
20.38	136804	RKT4	01/18/23		Y	
19.14	136813	RKT5	01/18/23		Y	
18.71	136814	G33	01/18/23		Y	
18.37	136815	RKT10	01/18/23		Y	
18.70	136816	RKT9	01/18/23		Y	
19.05	136817	RKT3	01/18/23		Y	

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SAND & GRAVEL

CONTRACT HAULING

To : CITY OF GRIFFIN SOLID WASTE
Address : 236 EMLET DR
GRIFFIN, GA 30223

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
20.19	136818	RKT4	01/18/23		Y	
18.63	136821	RKT8	01/18/23		Y	
18.70	136822	G24	01/18/23		Y	
18.90	136825	RKT5	01/18/23		Y	
18.69	136826	G33	01/18/23		Y	
18.33	136827	RKT10	01/18/23		Y	
18.63	136829	RKT9	01/18/23		Y	
18.91	136830	RKT3	01/18/23		Y	
20.20	136831	RKT4	01/18/23		Y	
18.39	136833	RKT8	01/18/23		Y	
19.04	136834	G24	01/18/23		Y	
18.83	136835	G33	01/18/23		Y	
744.21			Subtotal			
17.56	136836	G33	01/19/23		Y	
18.53	136840	G24	01/19/23		Y	
17.29	136841	RKT10	01/19/23		Y	
18.98	136842	RKT4	01/19/23		Y	
17.74	136843	RKT9	01/19/23		Y	
18.53	136844	RKT5	01/19/23		Y	
16.72	136845	RKT8	01/19/23		Y	
19.27	136847	RKT7	01/19/23		Y	
18.59	136848	G33	01/19/23		Y	
18.73	136852	RKT5	01/19/23		Y	
181.94			Subtotal			
19.06	317025	NT35	01/20/23		Y	
16.24	317037	NT38	01/20/23		Y	
18.54	317039	DH2	01/20/23		Y	
18.41	317046	K01	01/20/23		Y	
19.02	317051	NT35	01/20/23		Y	
19.12	317060	NT38	01/20/23		Y	
18.53	317061	DH2	01/20/23		Y	
18.67	317063	NT39	01/20/23		Y	
18.56	317074	NT35	01/20/23		Y	
17.33	317076	K01	01/20/23		Y	
18.91	317083	NT38	01/20/23		Y	
18.81	317085	DH2	01/20/23		Y	
19.10	317089	NT39	01/20/23		Y	
17.01	317094	NT35	01/20/23		Y	
18.18	317096	K01	01/20/23		Y	
18.42	317104	DH2	01/20/23		Y	
18.72	317105	NT38	01/20/23		Y	
20.39	317122	RKT4	01/20/23		Y	
18.27	317123	K01	01/20/23		Y	

ROCK-IT SAND & GRAVEL, INC.

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SAND & GRAVEL

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
18.23	317128	DH2	01/20/23		Y	
19.31	317129	RKT7	01/20/23		Y	
18.48	317130	NT39	01/20/23		Y	
19.13	317132	NT38	01/20/23		Y	
20.15	317144	RKT4	01/20/23		Y	
18.25	317146	K01	01/20/23		Y	
18.81	317158	DH2	01/20/23		Y	
19.23	317159	RKT7	01/20/23		Y	
18.15	317160	NT38	01/20/23		Y	
19.23	317165	NT39	01/20/23		Y	
18.30	317176	K01	01/20/23		Y	
20.43	317186	RKT4	01/20/23		Y	
18.68	317187	DH2	01/20/23		Y	
19.34	317188	RKT7	01/20/23		Y	
18.91	317189	NT38	01/20/23		Y	
18.56	317192	NT39	01/20/23		Y	
19.17	317207	DH2	01/20/23		Y	
18.27	317208	K01	01/20/23		Y	
19.21	317210	RKT7	01/20/23		Y	
18.47	317211	NT38	01/20/23		Y	
18.33	317214	NT39	01/20/23		Y	
20.48	317220	RKT4	01/20/23		Y	
18.79	317228	DH2	01/20/23		Y	
19.06	317234	NT38	01/20/23		Y	
18.86	317236	RKT7	01/20/23		Y	
18.68	317240	NT39	01/20/23		Y	
18.42	317249	DH2	01/20/23		Y	
20.54	317255	RKT4	01/20/23		Y	
19.15	317258	NT38	01/20/23		Y	
19.33	317260	RKT7	01/20/23		Y	
19.08	317267	NT39	01/20/23		Y	
18.99	317273	DH2	01/20/23		Y	
18.94	317278	RKT4	01/20/23		Y	
18.33	317281	NT38	01/20/23		Y	
18.49	317287	RKT7	01/20/23		Y	
18.58	317290	NT39	01/20/23		Y	
18.83	317299	DH2	01/20/23		Y	
19.89	317306	RKT4	01/20/23		Y	
18.43	317307	NT38	01/20/23		Y	
19.21	317309	RKT7	01/20/23		Y	
18.59	317322	DH2	01/20/23		Y	
18.98	317323	NT39	01/20/23		Y	
20.11	317329	RKT4	01/20/23		Y	

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SAND & GRAVEL

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
18.03	317330	NT38	01/20/23		Y	
18.98	317331	RKT7	01/20/23		Y	
17.49	317340	DH2	01/20/23		Y	
1222.19 *			Subtotal			
18.47	317342	RKT6	01/21/23		Y	
19.73	317345	RKT4	01/21/23		Y	
18.14	317346	RKT9	01/21/23		Y	
17.89	317347	RKT8	01/21/23		Y	
19.35	317348	NT38	01/21/23		Y	
18.77	317364	RKT7	01/21/23		Y	
19.40	317365	RKT5	01/21/23		Y	
18.67	317378	NT39	01/21/23		Y	
20.57	317385	RKT4	01/21/23		Y	
18.76	317386	RKT6	01/21/23		Y	
18.40	317387	RKT9	01/21/23		Y	
18.40	317392	RKT8	01/21/23		Y	
18.92	317396	RKT5	01/21/23		Y	
17.54	317402	RKT7	01/21/23		Y	
17.83	317408	RKT4	01/21/23		Y	
18.56	317409	NT39	01/21/23		Y	
18.39	317413	RKT6	01/21/23		Y	
18.58	317422	RKT8	01/21/23		Y	
16.55	317425	RKT9	01/21/23		Y	
17.56	317427	RKT7	01/21/23		Y	
18.75	317429	RKT5	01/21/23		Y	
18.89	317438	NT39	01/21/23		Y	
19.96	317441	RKT4	01/21/23		Y	
18.64	317445	RKT6	01/21/23		Y	
18.37	317452	RKT8	01/21/23		Y	
18.41	317454	RKT5	01/21/23		Y	
18.33	317457	RKT7	01/21/23		Y	
18.47	317460	RKT9	01/21/23		Y	
18.77	317466	NT39	01/21/23		Y	
17.18	317471	RKT6	01/21/23		Y	
18.14	317480	RKT8	01/21/23		Y	
19.45	317483	RKT7	01/21/23		Y	
18.11	317485	RKT9	01/21/23		Y	
19.66	317489	RKT4	01/21/23		Y	
18.91	317491	RKT5	01/21/23		Y	
18.23	317496	RKT6	01/21/23		Y	
18.50	317501	NT39	01/21/23		Y	
18.55	317507	RKT8	01/21/23		Y	
18.24	317509	RKT7	01/21/23		Y	

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SAND & GRAVEL

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
20.50	317512	RKT4	01/21/23		Y	
20.04	317514	RKT5	01/21/23		Y	
17.57	317517	RKT9	01/21/23		Y	
18.60	317526	RKT6	01/21/23		Y	
18.70	317535	NT39	01/21/23		Y	
19.17	317555	TC115	01/21/23		Y	
18.92	317556	ET20	01/21/23		Y	
18.29	317558	DW7	01/21/23		Y	
18.79	317559	E102	01/21/23		Y	
18.10	317567	NT33	01/21/23		Y	
17.80	317570	RKT9	01/21/23		Y	
18.06	317576	K81	01/21/23		Y	
18.44	317579	SCE2	01/21/23		Y	
16.62	317581	E102	01/21/23		Y	
18.49	317582	NT39	01/21/23		Y	
17.10	317584	ET20	01/21/23		Y	
17.94	317585	TC115	01/21/23		Y	
17.70	317586	DW7	01/21/23		Y	
18.08	317587	ET22	01/21/23		Y	
18.50	317588	ET21	01/21/23		Y	
18.45	317589	E72	01/21/23		Y	
17.57	317590	DH2	01/21/23		Y	
19.06	317595	NT33	01/21/23		Y	
18.76	317596	RIP35	01/21/23		Y	
18.68	317598	K81	01/21/23		Y	
19.51	317599	SCE2	01/21/23		Y	
18.61	317601	E96	01/21/23		Y	
18.17	317602	RKT9	01/21/23		Y	
18.76	317603	E102	01/21/23		Y	
19.02	317605	ET20	01/21/23		Y	
18.80	317607	NT39	01/21/23		Y	
19.17	317610	ET25	01/21/23		Y	
18.95	317611	ET22	01/21/23		Y	
19.00	317612	ET21	01/21/23		Y	
18.95	317613	E72	01/21/23		Y	
18.08	317614	E99	01/21/23		Y	
20.51	317615	RKT4	01/21/23		Y	
19.06	317616	DW7	01/21/23		Y	
18.24	317617	RKT8	01/21/23		Y	
18.66	317618	TC115	01/21/23		Y	
17.46	317619	DH2	01/21/23		Y	
18.90	317620	NT33	01/21/23		Y	
19.20	317622	RIP35	01/21/23		Y	

ROCK-IT SAND & GRAVEL, INC.

P.O. Box 589
Griffin, Ga. 30224
(770) 229-1160

SAND & GRAVEL

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19.35	317624	SCE2	01/21/23		Y	
18.74	317625	E96	01/21/23		Y	
19.52	317626	RKT7	01/21/23		Y	
17.42	317627	RKT9	01/21/23		Y	
18.87	317628	K81	01/21/23		Y	
18.86	317629	E102	01/21/23		Y	
19.06	317633	NT39	01/21/23		Y	
18.62	317634	ET20	01/21/23		Y	
18.99	317635	RKT6	01/21/23		Y	
18.58	317636	ET22	01/21/23		Y	
17.01	317637	ET21	01/21/23		Y	
18.75	317638	E72	01/21/23		Y	
17.25	317639	E99	01/21/23		Y	
19.05	317640	DW7	01/21/23		Y	
18.28	317641	DH2	01/21/23		Y	
20.58	317642	RKT4	01/21/23		Y	
18.19	317643	TC115	01/21/23		Y	
17.84	317644	RKT8	01/21/23		Y	
18.73	317645	NT33	01/21/23		Y	
19.33	317646	RIP35	01/21/23		Y	
19.51	317647	SCE2	01/21/23		Y	
19.50	317648	ET25	01/21/23		Y	
18.97	317649	E99	01/21/23		Y	
17.10	317650	K81	01/21/23		Y	
19.49	317651	RKT7	01/21/23		Y	
19.07	317652	E102	01/21/23		Y	
18.48	317653	RKT9	01/21/23		Y	
19.08	317654	NT39	01/21/23		Y	
19.64	317655	ET21	01/21/23		Y	
18.93	317656	RKT6	01/21/23		Y	
2085.81 *			Subtotal			
19.20	317368	G24	01/21/23		Y	
19.36	317405	G24	01/21/23		Y	
18.05	317437	G24	01/21/23		Y	
17.79	317470	G24	01/21/23		Y	
18.58	317561	G24	01/21/23		Y	
92.98 *			Subtotal			

2178.79 ton

Materials - CRUSHER RUN TO SHOAL CREEK from VULCAN, GRIFFIN
5379.61 Tons
Hauling - CRUSHER RUN TO SHOAL CREEK from VULCAN, GRIFFIN
5379.61 Tons

ROCK-IT SAND & GRAVEL, INC.
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19.06	136789	RKT3	01/18/23		Y	
19.01	136801	RKT3	01/18/23		Y	
38.07 *			Subtotal			
18.61	136853	G24	01/19/23		Y	
18.43	136854	RKT8	01/19/23		Y	
19.02	136872	G24	01/19/23		Y	
18.84	136893	G24	01/19/23		Y	
18.68	136896	RKT5	01/19/23		Y	
17.64	316849	RKT10	01/19/23		Y	
18.15	316851	RKT9	01/19/23		Y	
20.40	316859	RKT4	01/19/23		Y	
19.16	316861	RKT7	01/19/23		Y	
18.37	316865	RKT6	01/19/23		Y	
17.68	316868	RKT10	01/19/23		Y	
18.35	316869	RKT9	01/19/23		Y	
16.57	316870	RKT8	01/19/23		Y	
20.27	316871	RKT4	01/19/23		Y	
18.46	316876	RKT5	01/19/23		Y	
19.41	316879	RKT7	01/19/23		Y	
18.97	316880	RKT6	01/19/23		Y	
18.24	316882	RKT10	01/19/23		Y	
18.96	316887	RKT9	01/19/23		Y	
18.25	316889	RKT8	01/19/23		Y	
20.49	316890	RKT4	01/19/23		Y	
19.54	316897	RKT7	01/19/23		Y	
18.60	316898	RKT6	01/19/23		Y	
20.61	316930	RKT4	01/19/23		Y	
19.30	316947	RKT7	01/19/23		Y	
20.14	316953	RKT4	01/19/23		Y	
19.24	316960	RKT7	01/19/23		Y	
20.11	316969	RKT4	01/19/23		Y	
19.43	316970	RKT7	01/19/23		Y	
20.69	316980	RKT4	01/19/23		Y	
17.98	316985	RKT7	01/19/23		Y	
588.59			Subtotal			

Materials - #3 TO CITY OF GRIFFIN LANDFILL from VULCAN, GRIFFIN
626.66 Tons
Hauling - #3 TO CITY OF GRIFFIN LANDFILL from VULCAN, GRIFFIN
626.66 Tons

17.46	317538	RKT8	01/21/23		Y

ROCK-IT SAND & GRAVEL, INC.
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18.07	317539	RKT4	01/21/23	Y		
18.52	317542	RKT7	01/21/23	Y		
18.17	317543	RKT5	01/21/23	Y		
18.44	317545	RKT9	01/21/23	Y		
19.31	317564	RKT4	01/21/23	Y		
17.77	317565	RKT8	01/21/23	Y		
17.95	317569	RKT7	01/21/23	Y		
19.15	317592	RKT4	01/21/23	Y		
18.11	317593	RKT8	01/21/23	Y		
18.46	317600	RKT7	01/21/23	Y		
201.41 *			Subtotal			
18.86	317553	RKT6	01/21/23	Y		
18.04	317591	RKT6	01/21/23	Y		
17.78	317594	G24	01/21/23	Y		
18.19	317623	G24	01/21/23	Y		
72.87 *			Subtotal			

Materials - SCREENINGS TO SHOAL CREEK from VULCAN, GRIFFIN
274.28 Tons
Hauling - SCREENINGS TO SHOAL CREEK from VULCAN, GRIFFIN
274.28 Tons

18.02	316260	G24	01/16/23	Y		
19.11	316279	RKT7	01/16/23	Y		
18.11	316280	G24	01/16/23	Y		
18.06	316281	RKT6	01/16/23	Y		
18.66	316292	RKT5	01/16/23	Y		
18.77	316293	RKT7	01/16/23	Y		
18.17	316295	G24	01/16/23	Y		
19.97	316296	RKT4	01/16/23	Y		
18.17	316303	RKT6	01/16/23	Y		
18.54	316307	RKT5	01/16/23	Y		
18.82	316309	RKT7	01/16/23	Y		
17.71	316311	G24	01/16/23	Y		
20.21	316327	RKT4	01/16/23	Y		
18.86	316328	RKT7	01/16/23	Y		
18.40	316329	RKT6	01/16/23	Y		
18.41	316330	RKT5	01/16/23	Y		
17.82	316332	G24	01/16/23	Y		
20.33	316351	RKT4	01/16/23	Y		
19.08	316352	RKT7	01/16/23	Y		
17.82	316357	RKT6	01/16/23	Y		

R O C K - I T S A N D & G R A V E L, I N C.

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
18.31	316358	RKT5	01/16/23		Y	
17.91	316359	G24	01/16/23		Y	
20.15	316378	RKT4	01/16/23		Y	
18.59	316379	RKT7	01/16/23		Y	
18.47	316389	RKT6	01/16/23		Y	
18.49	316390	G24	01/16/23		Y	
18.61	316394	RKT5	01/16/23		Y	
20.64	316404	RKT4	01/16/23		Y	
18.42	316405	RKT7	01/16/23		Y	
18.73	316417	RKT6	01/16/23		Y	
17.84	316420	G24	01/16/23		Y	
20.05	316424	RKT5	01/16/23		Y	
18.30	316437	RKT6	01/16/23		Y	
17.95	316438	G24	01/16/23		Y	
19.38	316444	RKT4	01/16/23		Y	
18.49	316454	RKT5	01/16/23		Y	
18.64	316461	RKT6	01/16/23		Y	
692.01 *			Subtotal			
18.80	136657	RKT8	01/17/23		Y	
18.69	316653	RKT5	01/17/23		Y	
20.54	316654	RKT4	01/17/23		Y	
18.67	316655	RKT9	01/17/23		Y	
18.26	316656	RKT10	01/17/23		Y	
18.41	316661	G24	01/17/23		Y	
16.37	316662	RKT6	01/17/23		Y	
19.34	316663	RKT5	01/17/23		Y	
19.31	316664	RKT4	01/17/23		Y	
168.39 *			Subtotal			
18.78	136769	G24	01/18/23		Y	
18.62	316686	RKT8	01/18/23		Y	
20.31	316687	RKT4	01/18/23		Y	
20.03	316699	RKT4	01/18/23		Y	
18.80	316700	RKT8	01/18/23		Y	
18.80	316707	RKT9	01/18/23		Y	
18.10	316708	RKT6	01/18/23		Y	
18.58	316709	RKT5	01/18/23		Y	
18.72	316710	RKT3	01/18/23		Y	
19.97	316711	RKT4	01/18/23		Y	
18.51	316712	RKT8	01/18/23		Y	
18.23	316716	RKT10	01/18/23		Y	
18.44	316729	RKT6	01/18/23		Y	
18.50	316730	RKT5	01/18/23		Y	
18.72	316731	RKT8	01/18/23		Y	

ROCK-IT SAND & GRAVEL, INC.

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18.29	316735	RKT9	01/18/23		Y	
18.57	316736	G24	01/18/23		Y	
18.38	316741	RKT10	01/18/23		Y	
18.76	316745	RKT6	01/18/23		Y	
18.80	316746	RKT5	01/18/23		Y	
17.89	316747	RKT8	01/18/23		Y	
17.91	316755	RKT9	01/18/23		Y	
18.79	316756	G24	01/18/23		Y	
17.71	316758	RKT10	01/18/23		Y	
18.50	316759	RKT6	01/18/23		Y	
18.47	316762	RKT8	01/18/23		Y	
18.81	316764	RKT5	01/18/23		Y	
18.24	316768	RKT9	01/18/23		Y	
17.62	316770	RKT10	01/18/23		Y	
18.73	316776	RKT6	01/18/23		Y	
18.44	316777	RKT8	01/18/23		Y	
18.68	316778	RKT5	01/18/23		Y	
18.14	316782	RKT9	01/18/23		Y	
17.49	316783	RKT10	01/18/23		Y	
18.69	316790	G24	01/18/23		Y	
18.25	316805	G24	01/18/23		Y	
668.27			Subtotal			
17.73	316901	RKT10	01/19/23		Y	
18.45	316902	RKT9	01/19/23		Y	
18.63	316909	RKT8	01/19/23		Y	
20.36	316910	RKT4	01/19/23		Y	
19.25	316911	RKT5	01/19/23		Y	
18.80	316912	RKT7	01/19/23		Y	
18.34	316913	G24	01/19/23		Y	
18.08	316922	RKT10	01/19/23		Y	
18.41	316923	RKT6	01/19/23		Y	
18.43	316924	RKT9	01/19/23		Y	
18.48	316931	RKT8	01/19/23		Y	
18.55	316948	G24	01/19/23		Y	
18.55	316949	RKT5	01/19/23		Y	
17.77	316962	RKT10	01/19/23		Y	
18.40	316963	RKT9	01/19/23		Y	
17.86	316964	RKT8	01/19/23		Y	
18.17	316965	RKT6	01/19/23		Y	
18.66	316967	G24	01/19/23		Y	
18.79	316968	RKT5	01/19/23		Y	
18.23	316971	RKT10	01/19/23		Y	
18.28	316972	RKT9	01/19/23		Y	

ROCK-IT SAND & GRAVEL, INC.

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18.04	316973	RKT8	01/19/23	Y	
17.97	316974	RKT6	01/19/23	Y	
18.99	316978	G24	01/19/23	Y	
18.70	316979	RKT5	01/19/23	Y	
17.39	316987	RKT10	01/19/23	Y	
18.23	316988	RKT9	01/19/23	Y	
18.09	316989	RKT8	01/19/23	Y	
19.04	316993	RKT6	01/19/23	Y	
18.44	316995	G24	01/19/23	Y	
17.54	316996	RKT8	01/19/23	Y	
20.12	316998	RKT4	01/19/23	Y	
18.76	316999	RKT5	01/19/23	Y	
18.25	317000	RKT10	01/19/23	Y	
19.02	317002	RKT7	01/19/23	Y	
18.33	317003	RKT9	01/19/23	Y	
18.25	317004	RKT8	01/19/23	Y	
19.78	317007	G24	01/19/23	Y	
18.89	317008	RKT4	01/19/23	Y	
18.48	317009	RKT5	01/19/23	Y	
18.94	317010	RKT7	01/19/23	Y	
18.02	317011	RKT10	01/19/23	Y	
18.67	317012	RKT9	01/19/23	Y	
18.24	317013	RKT8	01/19/23	Y	
18.58	317020	RKT6	01/19/23	Y	
832.98			Subtotal		
20.46	317029	RKT4	01/20/23	Y	
18.59	317031	RKT10	01/20/23	Y	
18.92	317033	RKT7	01/20/23	Y	
18.62	317034	RKT9	01/20/23	Y	
18.86	317036	RKT8	01/20/23	Y	
18.75	317038	RKT5	01/20/23	Y	
18.51	317047	RKT6	01/20/23	Y	
20.12	317052	RKT4	01/20/23	Y	
16.97	317053	RKT10	01/20/23	Y	
18.69	317055	G24	01/20/23	Y	
18.54	317056	RKT7	01/20/23	Y	
17.94	317057	RKT9	01/20/23	Y	
18.17	317058	RKT5	01/20/23	Y	
18.24	317059	RKT8	01/20/23	Y	
20.38	317073	RKT4	01/20/23	Y	
19.34	317077	RKT6	01/20/23	Y	
18.41	317078	RKT10	01/20/23	Y	
18.84	317079	RKT7	01/20/23	Y	

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18.39	317080	G24	01/20/23		Y	
17.04	317087	RKT8	01/20/23		Y	
18.83	317091	RKT5	01/20/23		Y	
19.20	317093	RKT4	01/20/23		Y	
18.31	317098	RKT6	01/20/23		Y	
19.17	317099	RKT9	01/20/23		Y	
17.63	317100	RKT10	01/20/23		Y	
18.84	317103	RKT7	01/20/23		Y	
18.94	317109	G24	01/20/23		Y	
17.33	317111	RKT8	01/20/23		Y	
18.00	317120	RKT5	01/20/23		Y	
18.79	317125	NT35	01/20/23		Y	
18.73	317126	RKT6	01/20/23		Y	
18.31	317127	RKT10	01/20/23		Y	
18.68	317131	RKT9	01/20/23		Y	
17.99	317140	RKT8	01/20/23		Y	
18.17	317141	G24	01/20/23		Y	
18.72	317142	RKT5	01/20/23		Y	
19.04	317143	NT35	01/20/23		Y	
18.80	317156	RKT6	01/20/23		Y	
18.55	317157	RKT10	01/20/23		Y	
18.15	317163	RKT8	01/20/23		Y	
18.12	317164	NT35	01/20/23		Y	
18.52	317166	G24	01/20/23		Y	
18.55	317167	RKT5	01/20/23		Y	
17.68	317183	RKT10	01/20/23		Y	
18.31	317184	RKT6	01/20/23		Y	
18.60	317185	NT35	01/20/23		Y	
18.78	317193	RKT5	01/20/23		Y	
18.23	317194	G24	01/20/23		Y	
18.40	317195	RKT8	01/20/23		Y	
18.30	317204	RKT10	01/20/23		Y	
19.18	317205	RKT6	01/20/23		Y	
19.08	317206	NT35	01/20/23		Y	
18.63	317222	RKT8	01/20/23		Y	
18.48	317224	RKT5	01/20/23		Y	
18.65	317225	RKT9	01/20/23		Y	
18.36	317226	G24	01/20/23		Y	
18.30	317229	RKT10	01/20/23		Y	
19.28	317232	NT35	01/20/23		Y	
17.84	317238	RKT6	01/20/23		Y	
18.43	317251	RKT8	01/20/23		Y	
18.63	317252	RKT5	01/20/23		Y	

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
18.09	317253	RKT9	01/20/23		Y	
17.81	317254	RKT10	01/20/23		Y	
18.34	317256	G24	01/20/23		Y	
18.84	317257	NT35	01/20/23		Y	
18.71	317275	RKT5	01/20/23		Y	
18.48	317276	RKT9	01/20/23		Y	
18.26	317279	RKT10	01/20/23		Y	
16.97	317282	G24	01/20/23		Y	
17.42	317284	RKT8	01/20/23		Y	
18.76	317285	NT35	01/20/23		Y	
19.06	317298	RKT5	01/20/23		Y	
18.49	317303	RKT9	01/20/23		Y	
17.78	317310	RKT10	01/20/23		Y	
18.67	317314	G24	01/20/23		Y	
18.22	317315	RKT8	01/20/23		Y	
18.54	317317	NT35	01/20/23		Y	
18.98	317321	RKT5	01/20/23		Y	
18.53	317325	RKT9	01/20/23		Y	
17.74	317336	RKT8	01/20/23		Y	
1480.00 *			Subtotal			
18.14	317343	E99	01/21/23		Y	
17.76	317344	E72	01/21/23		Y	
17.87	317349	E96	01/21/23		Y	
18.28	317350	ET25	01/21/23		Y	
18.38	317351	ET22	01/21/23		Y	
18.85	317352	DW7	01/21/23		Y	
18.02	317353	ET20	01/21/23		Y	
18.28	317354	K81	01/21/23		Y	
18.79	317356	SCE2	01/21/23		Y	
18.59	317357	TC115	01/21/23		Y	
18.97	317358	NT35	01/21/23		Y	
18.90	317359	ET21	01/21/23		Y	
18.31	317360	DH2	01/21/23		Y	
17.44	317361	K01	01/21/23		Y	
18.16	317362	WD71	01/21/23		Y	
18.64	317363	E102	01/21/23		Y	
18.67	317366	RIP35	01/21/23		Y	
18.12	317371	E99	01/21/23		Y	
18.77	317372	E72	01/21/23		Y	
17.96	317373	NT33	01/21/23		Y	
18.52	317374	E96	01/21/23		Y	
18.84	317375	ET25	01/21/23		Y	
18.63	317376	DW7	01/21/23		Y	

ROCK-IT SAND & GRAVEL, INC.

P.O. Box 589
Griffin, Ga. 30224
(770) 229-1160

SAND & GRAVEL — CONTRACT HAULING

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
18.74	317377	SCE2	01/21/23		Y	
18.23	317379	ET22	01/21/23		Y	
18.59	317380	E84	01/21/23		Y	
18.38	317382	TC115	01/21/23		Y	
18.78	317383	DH2	01/21/23		Y	
18.96	317384	ET21	01/21/23		Y	
19.07	317388	WD71	01/21/23		Y	
18.77	317389	ET20	01/21/23		Y	
17.91	317390	E102	01/21/23		Y	
18.71	317391	NT35	01/21/23		Y	
18.18	317393	K81	01/21/23		Y	
18.57	317394	RIP35	01/21/23		Y	
17.27	317395	K01	01/21/23		Y	
18.43	317397	E99	01/21/23		Y	
17.82	317398	NT38	01/21/23		Y	
19.02	317399	E72	01/21/23		Y	
18.78	317400	NT33	01/21/23		Y	
18.03	317401	E96	01/21/23		Y	
18.46	317404	ET25	01/21/23		Y	
19.14	317406	SCE2	01/21/23		Y	
17.87	317407	K81	01/21/23		Y	
18.63	317410	ET22	01/21/23		Y	
18.17	317411	E84	01/21/23		Y	
18.93	317412	DW7	01/21/23		Y	
18.56	317414	NT35	01/21/23		Y	
18.75	317415	TC115	01/21/23		Y	
18.52	317416	DH2	01/21/23		Y	
18.91	317417	RIP35	01/21/23		Y	
18.51	317420	ET21	01/21/23		Y	
18.62	317421	WD71	01/21/23		Y	
18.69	317423	ET20	01/21/23		Y	
17.04	317424	K01	01/21/23		Y	
18.15	317426	E102	01/21/23		Y	
18.53	317428	E99	01/21/23		Y	
18.94	317430	E72	01/21/23		Y	
18.91	317431	NT33	01/21/23		Y	
19.18	317432	NT38	01/21/23		Y	
18.09	317433	E96	01/21/23		Y	
18.53	317434	ET25	01/21/23		Y	
18.97	317435	SCE2	01/21/23		Y	
18.40	317436	ET22	01/21/23		Y	
18.40	317439	E84	01/21/23		Y	
18.56	317442	DW7	01/21/23		Y	

ROCK-IT SAND & GRAVEL, INC.

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SAND & GRAVEL

CONTRACT HAULING

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
18.86	317443	K81	01/21/23		Y	
18.21	317444	NT35	01/21/23		Y	
18.78	317446	DH2	01/21/23		Y	
18.91	317447	RIP35	01/21/23		Y	
18.39	317448	WD71	01/21/23		Y	
19.16	317449	ET21	01/21/23		Y	
18.42	317450	ET20	01/21/23		Y	
18.77	317451	E102	01/21/23		Y	
18.25	317453	K01	01/21/23		Y	
18.67	317455	TC115	01/21/23		Y	
18.57	317456	E99	01/21/23		Y	
18.68	317458	E72	01/21/23		Y	
18.79	317459	NT33	01/21/23		Y	
18.46	317461	NT38	01/21/23		Y	
18.62	317462	E96	01/21/23		Y	
18.93	317463	ET25	01/21/23		Y	
18.90	317464	SCE2	01/21/23		Y	
18.60	317465	ET22	01/21/23		Y	
18.85	317467	DW7	01/21/23		Y	
18.71	317468	E84	01/21/23		Y	
18.46	317469	K81	01/21/23		Y	
18.55	317472	NT35	01/21/23		Y	
18.71	317473	RIP35	01/21/23		Y	
18.53	317474	DH2	01/21/23		Y	
18.75	317475	WD71	01/21/23		Y	
18.37	317477	ET20	01/21/23		Y	
18.84	317479	ET21	01/21/23		Y	
18.75	317481	E102	01/21/23		Y	
17.82	317482	K01	01/21/23		Y	
18.87	317484	E72	01/21/23		Y	
18.50	317486	TC115	01/21/23		Y	
18.21	317487	NT33	01/21/23		Y	
18.64	317488	E99	01/21/23		Y	
18.53	317490	E96	01/21/23		Y	
18.80	317492	ET25	01/21/23		Y	
19.15	317493	SCE2	01/21/23		Y	
19.17	317494	NT38	01/21/23		Y	
18.29	317495	ET22	01/21/23		Y	
18.66	317497	DW7	01/21/23		Y	
18.54	317498	E84	01/21/23		Y	
18.57	317499	K81	01/21/23		Y	
18.41	317500	NT35	01/21/23		Y	
17.72	317502	DH2	01/21/23		Y	

ROCK-IT SAND & GRAVEL, INC.

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
18.08	317503	ET21	01/21/23		Y	
18.75	317504	RIP35	01/21/23		Y	
18.18	317505	E72	01/21/23		Y	
18.72	317506	WD71	01/21/23		Y	
18.75	317508	ET20	01/21/23		Y	
18.61	317510	E102	01/21/23		Y	
18.14	317511	K01	01/21/23		Y	
18.33	317513	E99	01/21/23		Y	
18.92	317515	NT33	01/21/23		Y	
18.37	317516	E96	01/21/23		Y	
17.99	317518	TC115	01/21/23		Y	
16.77	317519	NT38	01/21/23		Y	
18.71	317520	ET25	01/21/23		Y	
19.41	317521	SCE2	01/21/23		Y	
18.27	317523	ET22	01/21/23		Y	
18.64	317525	E84	01/21/23		Y	
18.78	317527	DW7	01/21/23		Y	
18.69	317528	K81	01/21/23		Y	
18.54	317529	NT35	01/21/23		Y	
18.60	317531	ET21	01/21/23		Y	
18.90	317532	DH2	01/21/23		Y	
18.81	317533	RIP35	01/21/23		Y	
18.83	317534	WD71	01/21/23		Y	
18.34	317536	ET20	01/21/23		Y	
18.40	317537	E72	01/21/23		Y	
18.52	317540	E102	01/21/23		Y	
17.87	317541	K01	01/21/23		Y	
18.75	317544	E99	01/21/23		Y	
18.87	317546	NT33	01/21/23		Y	
18.00	317547	ET25	01/21/23		Y	
18.28	317548	E96	01/21/23		Y	
18.52	317549	E84	01/21/23		Y	
19.11	317550	SCE2	01/21/23		Y	
18.73	317551	K81	01/21/23		Y	
18.33	317552	NT38	01/21/23		Y	
18.58	317554	NT35	01/21/23		Y	
18.93	317557	ET22	01/21/23		Y	
18.57	317560	ET21	01/21/23		Y	
17.76	317562	DH2	01/21/23		Y	
18.71	317563	RIP35	01/21/23		Y	
18.50	317566	E72	01/21/23		Y	
17.87	317568	K01	01/21/23		Y	
18.92	317573	WD71	01/21/23		Y	

ROCK-IT SAND & GRAVEL, INC.

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(770) 229-1160

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Quantity	Ticket	Truck	Date	Bill	Material	Amount
18.16	317574	ET25	01/21/23	Y		
17.98	317575	E84	01/21/23	Y		
18.41	317577	E99	01/21/23	Y		
18.16	317578	E96	01/21/23	Y		
18.73	317580	NT38	01/21/23	Y		
19.33	317583	NT35	01/21/23	Y		
18.53	317604	NT35	01/21/23	Y		
19.35	317606	NT38	01/21/23	Y		
18.68	317608	E84	01/21/23	Y		
18.55	317609	RKT6	01/21/23	Y		
19.31	317630	NT38	01/21/23	Y		
18.44	317631	E84	01/21/23	Y		
18.54	317632	NT35	01/21/23	Y		
3056.48 *			Subtotal			

Materials - SURGE TO SHOAL CREEK LANDFILL from VULCAN, GRIFFIN
6898.13 Tons
Hauling - SURGE TO SHOAL CREEK LANDFILL from VULCAN, GRIFFIN
6898.13 Tons

17.93	239959	RKT7	01/16/23	Y		
18.14	239978	RKT5	01/16/23	Y		
36.07 *			Subtotal			

Materials - SURGE TO SHOAL CREEK LANDFILL from MARTIN MARIETTA, TYRONE
36.07 Tons
Hauling - SURGE TO SHOAL CREEK LANDFILL from MARTIN MARIETTA, TYRONE
36.07 Tons

18.93	239960	RKT6	01/16/23	Y		
18.93 *			Subtotal			

Materials - TYPE 3 SHOAL CREEK LANDFILL from MARTIN MARIETTA, TYRONE
18.93 Tons
Hauling - TYPE 3 SHOAL CREEK LANDFILL from MARTIN MARIETTA, TYRONE
18.93 Tons


Vegetative Debris AREA


VEGETATIVE
DEBRIS
AREA


HAUL ROAD
TO VEGETATIVE
AREA


C+D DEBRIS AREA


HAUL ROAD
C+D
C+D + VEGETATIVE AREA
HAUL ROAD
VEG
HAUL ROAD

No. 23 -

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, DECLARING THE CITY OF GRIFFIN SOLID WASTE DEPARTMENT AND SHOAL CREEK LANDFILL ESSENTIAL GOVERNMENT SERVICES; DECLARING AN EMERGENCY TO EXIST AS A DIRECT RESULT OF THE JANUARY 12, 2023 DISASTER EVENT WHICH NECESSITATED THE PURCHASE OF MATERIALS, HAULING, AND LABOR FROM ROCK-IT SAND & GRAVEL FOR THE CREATION OF A ROAD AT THE SHOAL CREEK LANDFILL IN ORDER TO COMPLETE SAFE HAULING AND DISPOSAL OF DEBRIS GENERATED BY THE DISASTER EVENT; RETROACTIVELY APPROVING THE PROCUREMENT OF MATERIALS AND SERVICES FOR THE CREATION OF THE ROAD IN THE AMOUNT OF $593,005.53; FINDING SUCH MATERIAL AND SERVICES WERE NECESSARY FOR EMERGENCY CREATION OF A ROAD IN ORDER TO BEGIN THE CITY'S C&D AND VEGETATION DEBRIS REMOVAL OPERATIONS FOLLOWING THE DISASTER EVENT; AND OTHER PURPOSES.

WHEREAS, the Governor of the State of Georgia declared a State of Emergency on January 12, 2023 because of severe storms, straight-line winds, and tornadoes which impacted the State, including areas of Spalding County (hereinafter, "Disaster Event");

WHEREAS, on January 12, 2023, the City of Griffin declared a State of Emergency and issued an Emergency Resolution authorizing immediate emergency measures for recovery related to the Disaster Event, including a suspension of the City's bid and competitive portions of the City's Procurement Policy and authorizing the City Manager and departments to utilizes emergency procurement provisions contained therein;

WHEREAS, on January 16, 2023, President Joseph R. Biden Jr. approved Major Disaster Declaration 4685-DR for the State of Georgia (hereinafter, "Georgia Disaster Declaration") and ordered Federal aid to supplement State and local recovery efforts in the areas affected by the Disaster Event;

WHEREAS, the City of Griffin (hereinafter "City") has a Solid Waste Department which operates a Phase 3 Construction/Demolition Landfill (hereinafter, "Shoal Creek Landfill") permitted by the State of Georgia Department of Natural Resources Environmental Protection Division (Permit No. 126-010D);

WHEREAS, pursuant to its EPD permit and a letter of approval from the Georgia Environmental Protection Division dated January 17, 2023, the Shoal Creek Landfill is the City's only authorized Storm Debris Staging Area (SOC-0038939) for storm-generated vegetative debris produced by the Disaster Event;

WHEREAS, when the City began its debris removal operation to clear the extensive debris within, around, and on the City's streets and rights of way, it was notified by its debris removal contractor that a wider and stronger road would need to be created in order for the trucks hauling debris to be able to safely and efficiently move through Shoal Creek Landfill and that debris removal operations would be stalled until the road was fixed, prolonging the hazardous conditions and public safety threat posed by the debris around the City;

WHEREAS, the Solid Waste Department made an emergency request to Rock-It Sand & Gravel, a vendor registered with the City of Griffin and located within close proximity to the Shoal Creek Landfill such that the City could obtain multiple same-day deliveries at a reasonable hauling cost; for (1) rock material; (2) hauling; and (3) labor for grading and creating a road with the rock material, including pipes for proper drainage.

WHEREAS, Rock-It agreed to provide appropriate rock material, hauling, and labor necessary for the grading and creation of a road, including installation of pipes to allow for proper drainage so that the City's debris removal and management contractor could proceed with the necessary disaster recovery operations and abate the active public safety threat posed by the magnitude of debris around the City;

WHEREAS, if the City did not obtain emergency materials and labor for the creation of the road at the Shoal Creek Landfill, it would have been unable to begin debris removal operations within the City due to the unstable conditions within the Shoal Creek Landfill, preventing disaster recovery efforts and prolonging the public safety threat within the community that was created by the Disaster Event;

WHEREAS, the Board of Commissioners considers the City of Griffin Solid Waste Department and the Shoal Creek Landfill essential government services;

WHEREAS, the Charter of the City of Griffin, the Governor's Declaration of State of Emergency dated January 12, 2023, the City of Griffin Declaration of State of Emergency and Emergency Resolution dated January 12, 2023, and Code of Griffin Sec. 44-4(b)-(c) and 2-190, collectively, provide authority for the City's emergency procurement of materials and labor for emergency creation of a road at Shoal Creek Landfill as a direct result of the Disaster Event;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN that this Board finds and hereby declares an emergency to exist as a direct result of damage sustained in the Disaster Event which necessitated emergency procurement of materials, hauling, and labor for the creation of a road at the Shoal Creek Landfill in order to facilitate safe hauling and disposal of debris generated by the Disaster Event.

FURTHER RESOLVED, that this Board affirms the authority of the City Manager and Mayor to execute documents for such emergency purchases pursuant to the local, State, and Federal Declarations of Emergency and Secs. 44-4 and 2-190, Code of Griffin;

FURTHER RESOLVED, that this Board retroactively ratifies and approves the procurement of materials and labor for the creation of the road at Shoal Creek Landfill in the amount of $593,005.53 and finds that such materials and labor were necessary to facilitate the City's vital debris removal operation following the damage sustained during the Disaster Event.

SO RESOLVED, this 28th day of February, 2023.

_____
Douglas S. Hollberg, Mayor

Attest:

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider resolution per Sec. 2-190, Emergency Procurement, retroactively ratifying and approving all purchases of equipment and materials from Anixter Power Solutions related to temporary and permanent emergency repairs of the City's electrical system necessitated by damage sustained during the January 12, 2023 tornado disaster, including all materials and supplies set forth within the following Purchase Order, PO 23-0312 in the amount of $26,710.40, more specifically described in Exhibit A to the Resolution. *Electric Director, Jennifer Freeman, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Electric Department made emergency requests for materials and equipment necessary for the completion of storm repairs from Anixter Power Solutions, a vendor with active registration with the City capable of filling sole source requests vital to the repair of the electrical system and in close proximity to the City enabling them to make same day delivery of materials. If the City did not obtain materials and equipment for emergency repair of its Electrical System, it would have had insufficient inventory to complete the temporary and permanent repair work necessary to restore service to its residential and commercial customers.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

PO 23-0312 in the amount of $26,710.40

Submitted By:
Jennifer Freeman

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
ANIXTER POWER SOLUTIONS.pdf
23-0312 Anixter.pdf
RES_Declaring_Emergency_for_Anixter_Power_Solutions_Purchases__STORM__BOC_2-28-23.pdf

Griffin
Growing, TOGETHER

City of Griffin, Georgia SH 2/17/23
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 2/15/23

FY23 Purchase Order _____

Bid/Quote No. 5559080-00

Vendor No. _____

Vendor Name & Address

Anixter Power Solutions
6525 Best Friend Rd., Suite 100
Norcross, GA 30071
sean.phillips@anixter.com
Ph: 404-233-1818 Fax: 404-691-4736

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Freight is FOB Destination
Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

Deliver to:

City of Griffin
Electric Line Construction
1010 N. Hill St.
Griffin, GA 30223

ATTN: Rusty Spear
Phone: 770-229-6406 Fax: 678-692-0401

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
STORM MATERIAL	510 - 0000 - 11 - 3603 - 0000				
CUTOUTS ✓	510 - 0000 - 11 - 3603 - 0000	21	ea	152.500	3,202.50
CUTOUTS ✓	510 - 0000 - 11 - 3603 - 0000	19	ea	207.100	3,934.90
LOADBREAK CUTOUT ✓	510 - 0000 - 11 - 3603 - 0000	38	ea	147.500	5,605.00
100 AMP CUTOUTS ✓	510 - 0000 - 11 - 3603 - 0000	160	ea	87.300	13,968.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

2-17-2023

COMMENTS: Tornado Disaster Inventory

Totals: $ 26,710.40

FY23 Purchase Order

COG USE ONLY

PRICING METHOD:

Verbal / Phone
Email/Mail/Fax
Bid / RFP #

Copy emailed to Supplier
Supplier Notified

COG USE ONLY

Dept / Requestor / Date

Purchasing / Date Amanda Carmichael 2/17/23

Department Mgr / Date

Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

ANIXTER

ACKNOWLEDGEMENT

6525 Best Friend Rd
Norcross, GA 30071
Phone: (404) 691-2605
Fax: 770-798-1309

ORDERED BY	ORDER DATE	ORDER NO.
PIERCE	01/17/23	5559080-00
P.O. DATE	P.O. NUMBER	PAGE NO.
01/17/23	STORM 2023	1 of 1
SALES REP	TAKEN BY	FREIGHT OUT
SJPR	SDXE	NO

CUST #: 82296

BILL TO: CITY OF GRIFFIN LGHT&WTR DEPT
P.O. DRAWER T
GRIFFIN, GA 30224

SHIP TO: CITY OF GRIFFIN LIGHT & WATER
ELECTRIC DEPT.
1010 NORTH HILL STREET
GRIFFIN, GA 30224

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	Anixter - SATL/003H	Our Truck		Net 30

LINE NO.	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE		NET AMOUNT
	CITY OF GRIFFIN IS CLOSED FRIDAYS.							
	PLEASE DELIVER MON-THURS 7-5PM.							
	** DO NOT SHIP ANYTHING OUT ON UPS THAT MAY BREAK WITHOUT							
	RECEIVING PERMISSION FROM SEAN PHILLIPS **							
	*** DO NOT SHIP OVERSIZED ITEMS VIA BOX TRUCK. FLATBED ONLY							
	FOR POLES, SWITCHES, RISER SHIELD, ETC							

	.							
	.							
	PLEASE SHIP ASAP!! - GRIFFIN TORNADO/STORM MATERIAL							
	.							
	.							
1	Y1NEANBM11	21	06-004-01	21	Ea	152.50	P.O. 5811	3202.50
	CUTOUT 15KV 100A 10KA EYEBOLT BRKT SB							
	factory: Y1NEANBM11							
2	Y1NEANQA11	19	06-004-01	19	Ea	207.10	P.O. 5810	3934.90
	CUTOUT 15KV 110BIL 100A 16KA EYEBOLT BRKT BE							
3	Y1NCANQA11	38	06-004-01	38	Ea	147.50		5605.00
	LBU-11 15KV 100A CUTOUT							
4	CSG15-100AK-110-EN-16KA	160	06-002-01	160	Ea	87.30		13968.00
	CUTOUT SILICONE GALV 15KV 100AMP 16KA							
4	Lines Total	Qty Shipped Total		238			Total	26710.40
							Invoice Total	26710.40

P/O ~~589~~ 5809 - $19573.00

Last Page

All sales are subject to the Anixter Terms & Conditions of Sale found at www.anixter.com/termsandconditions. Product safety data sheets may be found on the same website.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

ANIXTER

PACKING SLIP

DATE	CARRIER	PAGE
01/18/23	Our Truck	1 of 1

ORDER NO: 5559080-00

CUSTOMER: 82296
CITY OF GRIFFIN LGHT&WTR DEPT

SHIP TO:
CITY OF GRIFFIN LIGHT & WATER
ELECTRIC DEPT.
1010 NORTH HILL STREET
GRIFFIN, GA 30224

SHIP FROM:
Anixter - SATL/003H
6700 Oakley Industrial Blvd
UNION CITY, GA 30291

Phone: (404)691-2605/
Fax : 770-798-1309

CUSTOMER PO: STORM 2023

INSTRUCTIONS

LINE	PRODUCT	ORDERED	BACK ORDERED	SHIPPED	RECEIVED	UOM
NOTES: . . PLEASE SHIP ASAP!! - GRIFFIN TORNADO/STORM MATERIAL . .						
1	**Y1NEANBM11** CUTOUT 15KV 100A 10KA EY **Catalog:Y1NEANBM11**	21	0	**21**		Ea
2	**Y1NEANQA11** CUTOUT 15KV 110BIL 100A **Catalog:Y1NEANQA11**	19	0	**19**		Ea
3	**Y1NCANQA11** LBU-11 15KV 100A CUTOUT **Catalog:Y1NCANQA11**	38	0	**38**		Ea
4	**CSG15-100AK-110-EN-16KA** CUTOUT SILICONE GALV 15K **Catalog:CSG15-100AK-110-EN-16KA**	160	0	**160**		Ea

Rec all SGA

4 Line(s) Qty Shipped: 238 Rcvd Total: _____

Picked By: _____ Packed By: _____ Checked By: _____

Cube: _____ Weight: _____ Freight Charges: _____

Received By: _____ Date Received: _____ Time Received: _____

Last Page

All sales are subject to Anixter Inc.'s Terms & Conditions of Sale found at https://www.anixter.com/en us/resources/terms-of-sale.html. Product safety data sheets found on same web site.

ABB Inc
Pinetops MV Products
Highway 43 North
PINETOPS NC 27864

Packing List

Ship-To Address 799900000
CITY OF GRIFFIN LIGHT & WATER
ELECTRIC DEPT
1010 NORTH HILL STREET
GRIFFIN GA 30224
US

Order Information
ABB Bill of Lading No. 87098369
Ship Date 01/13/2023
ABB Order No. WTR8489
Customer PO 2356338-00

Case No.	Item/ Cust Item	Material No. Cust Mat No.	Description	Shipped Qty	Backordered Qty
		Shipped Qty			
		Dimensions		Total Weight	0.100
1004378104 Pallet	10 1	Y1JEANBM11 Cust item Shipped Qty	LBU-2,15KV,100A,10KA,S,1" MP,E,STD BKT 00870983691004378104	42 EA	0 EA
		Dimensions		Total Weight	0.100
				Total Weight	**0.300**

INVOICE

ANIXTER INC
ATLANTA BRANCH, 003H
6525 BEST FRIEND RD SUITE 100
NORCROSS,GA 30071

UPC VENDOR	INVOICE DATE	INVOICE NUMBER
000000	01/18/23	5559080-00
PO DATE	P.O. NO.	PAGE #:
01/17/23	STORM 2023	1 of 1

PLEASE REMIT PAYMENT TO:
ANIXTER INC
PO Box 842564
Dallas TX 75284-2564

CUST #: 82296 SHIP TO #: 01

For inquiries regarding your account please call 800-536-0708, option 3 or email creditmanagementutl@anixter.com

BILL TO:
1903 1 MB 0.515 E0057 I0111 D10183016089 S2 P9478313 0002:0002

CITY OF GRIFFIN LGHT & WTR DEPT
PO BOX T
GRIFFIN GA 30224-0046

SHIP TO:
CITY OF GRIFFIN LIGHT & WATER
ELECTRIC DEPT.
1010 NORTH HILL STREET
GRIFFIN, GA 30224

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	Anixter - SATL/003H	Our Truck	01/18/23	Net 30

CITY OF GRIFFIN IS CLOSED FRIDAYS.
PLEASE DELIVER MON-THURS 7-5PM.
** DO NOT SHIP ANYTHING OUT ON UPS THAT MAY BREAK WITHOUT RECEIVING PERMISSION FROM SEAN PHILLIPS **
*** DO NOT SHIP OVERSIZED ITEMS VIA BOX TRUCK. FLATBED ONLY FOR POLES, SWITCHES, RISER SHIELD, ETC

PLEASE SHIP ASAP!! - GRIFFIN TORNADO/STORM MATERIAL

LINE	PRODUCT AND DESCRIPTION	ORDERED	B.O.	SHIPPED	U/M	PRICE	UM	DISCOUNT	NET AMOUNT
1	Y1NEANBM11 CUTOUT 15KV 100A 10KA EYEBOLT BRKT SB factory: Y1NEANBM11	21	0	21	Ea	152.50	Ea	0.00	3202.50
2	Y1NEANQA11 CUTOUT 15KV 110BIL 100A 16KA EYEBOLT BRKT BE	19	0	19	Ea	207.10	Ea	0.00	3934.90
3	Y1NCANQA11 LBU-11 15KV 100A CUTOUT	38	0	38	Ea	147.50	Ea	0.00	5605.00
4	CSG15-100AK-110-EN-16KA CUTOUT SILICONE GALV 15KV 100AMP 16KA	160	0	160	Ea	87.30	Ea	0.00	13968.00

4 Lines Total Qty Shipped Total 238 Total 26710.40
Invoice Total 26710.40

Payable in US Dollars

No credit will be allowed for goods returned without our permission. All returns are subject to restocking, handling and freight charges.
By accepting the goods, you agree to be bound by Anixter Inc.'s standard Terms & Conditions of Sale, which are located at https://www.anixter.com/en_us/resources/terms-of-sale.html.

Last Page

0002:0002

Griffin
Growing TOGETHER

City of Griffin, Georgia SH 2/17/23
100 S Hill Street
P O Box T
Griffin, Georgia 30224
(770) 229-6401

DATE: 2/15/23

FY23 Purchase Order 23-0312
Bid/Quote No. 5559080-00
Vendor No.

Vendor Name & Address

Anixter Power Solutions
6525 Best Friend Rd., Suite 100
Norcross, GA 30071
sean.phillips@anixter.com
Ph: 404-233-1818 Fax: 404-691-4736

Per Georgia State Code 48.8, the City of Griffin is tax exempt from sales and use tax.

Freight is FOB Destination
Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.

Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.

*Terms: Net 30 unless otherwise specified on PO

Deliver to:

City of Griffin
Electric Line Construction
1010 N. Hill St.
Griffin, GA 30223

ATTN: Rusty Spear
Phone: 770-229-6406 Fax: 678-692-0401

- - ANY CHANGE ORDERS TO ANY PO OR WORK ORDERS MUST BE AUTHORIZED IN WRITING AND APPROVED. ALL INVOICES SUBMITTED FOR PAYMENT MUST REFERENCE A VALID PURCHASE ORDER NUMBER. - -

- VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - **On File? Y/N** Y

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
STORM MATERIAL	510 - 0000 - 11 - 3603 - 0000				
CUTOUTS ✓	510 - 0000 - 11 - 3603 - 0000	21	ea	152.500	3,202.50
CUTOUTS ✓	510 - 0000 - 11 - 3603 - 0000	19	ea	207.100	3,934.90
LOADBREAK CUTOUT ✓	510 - 0000 - 11 - 3603 - 0000	38	ea	147.500	5,605.00
100 AMP CUTOUTS ✓	510 - 0000 - 11 - 3603 - 0000	160	ea	87.300	13,968.00
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	*enter debit/credit amounts in*			
(DISTRIBUTION & $$)	- - - -	*the extended totals column*			

2-17-2023

COMMENTS: Tornado Disaster Inventory

Totals: $ 26,710.40

FY23 Purchase Order

COG USE ONLY

PRICING METHOD:

Verbal / Phone
Email/Mail/Fax
Bid / RFP #

Copy emailed to Supplier
Supplier Notified

COG USE ONLY

Dept / Requestor / Date

Department Mgr / Date

City Manager / Date 2/22/23

Purchasing / Date Sheri Huggins 2/23/23

Finance Director / Date Amanda Carmichael 2/17/23

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

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ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

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ARTICLE 16 QUALITY GUARANTEE

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ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

ANIXTER

ACKNOWLEDGEMENT

6525 Best Friend Rd
Norcross, GA 30071
Phone: (404) 691-2605
Fax: 770-798-1309

ORDERED BY	ORDER DATE	ORDER NO.
PIERCE	01/17/23	5559080-00
P.O. DATE	P.O. NUMBER	PAGE NO.
01/17/23	STORM 2023	1 of 1
SALES REP	TAKEN BY	FREIGHT OUT
SJPR	SDXE	NO

CUST #: 82296

BILL TO: CITY OF GRIFFIN LGHT&WTR DEPT
P.O. DRAWER T
GRIFFIN, GA 30224

SHIP TO: CITY OF GRIFFIN LIGHT & WATER
ELECTRIC DEPT.
1010 NORTH HILL STREET
GRIFFIN, GA 30224

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	Anixter - SATL/003H	Our Truck		Net 30

LINE NO.	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE		NET AMOUNT
	CITY OF GRIFFIN IS CLOSED FRIDAYS.							
	PLEASE DELIVER MON-THURS 7-5PM.							
	** DO NOT SHIP ANYTHING OUT ON UPS THAT MAY BREAK WITHOUT							
	RECEIVING PERMISSION FROM SEAN PHILLIPS **							
	*** DO NOT SHIP OVERSIZED ITEMS VIA BOX TRUCK. FLATBED ONLY							
	FOR POLES, SWITCHES, RISER SHIELD, ETC							

	.							
	.							
	PLEASE SHIP ASAP!! - GRIFFIN TORNADO/STORM MATERIAL							
	.							
	.							
1	Y1NEANBM11 CUTOUT 15KV 100A 10KA EYEBOLT BRKT SB factory: Y1NEANBM11	21	06-004-01	21	Ea	152.50	P.O. 5811	3202.50
2	Y1NEANQA11 CUTOUT 15KV 110BIL 100A 16KA EYEBOLT BRKT BE	19	06-004-01	19	Ea	207.10	P.O. 5810	3934.90
3	Y1NCANQA11 LBU-11 15KV 100A CUTOUT	38	06-004-01	38	Ea	147.50		5605.00
4	CSG15-100AK-110-EN-16KA CUTOUT SILICONE GALV 15KV 100AMP 16KA	160	06-002-01	160	Ea	87.30		13968.00
	4 Lines Total	Qty Shipped Total		238			Total	26710.40
							Invoice Total	26710.40

P/O ~~589~~ 5809 - $19573.00

Last Page

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The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.

ANIXTER

PACKING SLIP

DATE	CARRIER	PAGE
01/18/23	Our Truck	1 of 1

ORDER NO
5559080-00

CUSTOMER: 82296
CITY OF GRIFFIN LGHT&WTR DEPT

SHIP TO:
CITY OF GRIFFIN LIGHT & WATER
ELECTRIC DEPT.
1010 NORTH HILL STREET
GRIFFIN, GA 30224

SHIP FROM:
Anixter - SATL/003H
6700 Oakley Industrial Blvd
UNION CITY, GA 30291

Phone: (404)691-2605/
Fax : 770-798-1309

CUSTOMER PO: STORM 2023

INSTRUCTIONS

LINE	PRODUCT	ORDERED	BACK ORDERED	SHIPPED	RECEIVED	UOM
NOTES:						
.						
.						
PLEASE SHIP ASAP!! - GRIFFIN TORNADO/STORM MATERIAL						
.						
.						
1	**Y1NEANBM11** CUTOUT 15KV 100A 10KA EY **Catalog:Y1NEANBM11**	21 ✓	0	**21**	_____	Ea
2	**Y1NEANQA11** CUTOUT 15KV 110BIL 100A **Catalog:Y1NEANQA11**	19 ✓	0	**19**	_____	Ea
3	**Y1NCANQA11** LBU-11 15KV 100A CUTOUT **Catalog:Y1NCANQA11**	38 ✓	0	**38**	_____	Ea
4	**CSG15-100AK-110-EN-16KA** CUTOUT SILICONE GALV 15K **Catalog:CSG15-100AK-110-EN-16KA**	160 ✓	0	**160**	_____	Ea

Rec all SG

4 Line(s) Qty Shipped: 238 Rcvd Total: _____

Picked By: _____ Packed By: _____ Checked By: _____

Cube: _____ Weight: _____ Freight Charges: _____

Received By: _____ Date Received: _____ Time Received: _____

Last Page

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ABB Inc
Pinetops MV Products
Highway 43 North
PINETOPS NC 27864

Packing List

Ship-To Address 799900000
CITY OF GRIFFIN LIGHT & WATER
ELECTRIC DEPT
1010 NORTH HILL STREET
GRIFFIN GA 30224
US

Order information
ABB Bill of Lading No. 87098369
Ship Date 01/13/2023
ABB Order No. WTR8489
Customer PO 2356338-00

Case No.	Item/ Cust Item	Material No. Cust Mat No.	Description	Shipped Qty	Backordered Qty
		Shipped Qty			
		Dimensions		Total Weight	0.100
1004378104 Pallet	10 1	Y1JEANBM11 Cust item Shipped Qty	LBU-2,15KV,100A,10KA,S,1" MP,E,STD BKT 00870983691004378104	42 EA	0 EA
		Dimensions		Total Weight	0.100
				Total Weight	**0.300**

INVOICE

ANIXTER INC
ATLANTA BRANCH, 003H
6525 BEST FRIEND RD SUITE 100
NORCROSS,GA 30071

UPC VENDOR	INVOICE DATE	INVOICE NUMBER
000000	01/18/23	5559080-00
PO DATE	P.O. NO.	PAGE #
01/17/23	STORM 2023	1 of 1

PLEASE REMIT PAYMENT TO:

ANIXTER INC
PO Box 842584
Dallas TX 75284-2584

CUST #: 82296 SHIP TO #: 01

BILL TO:

1803 1 MB 0.515 E0057 I0111 D101830108088 S2 P9478313 0002:0002

CITY OF GRIFFIN LGHT & WTR DEPT
PO BOX T
GRIFFIN GA 30224-0046

SHIP TO:

CITY OF GRIFFIN LIGHT & WATER
ELECTRIC DEPT.
1010 NORTH HILL STREET
GRIFFIN, GA 30224

For inquiries regarding your account please call 800-536-0708, option 3 or email creditmanagementutl@anixter.com

INSTRUCTIONS	SHIP POINT	VIA	SHIPPED	TERMS
	Anixter - SATL/003H	Our Truck	01/18/23	Net 30

LINE	PRODUCT AND DESCRIPTION	ORDERED	B.O.	SHIPPED	U/M	PRICE	UM	DISCOUNT	NET AMOUNT
	CITY OF GRIFFIN IS CLOSED FRIDAYS. PLEASE DELIVER MON-THURS 7-5PM. ** DO NOT SHIP ANYTHING OUT ON UPS THAT MAY BREAK WITHOUT RECEIVING PERMISSION FROM SEAN PHILLIPS ** *** DO NOT SHIP OVERSIZED ITEMS VIA BOX TRUCK. FLATBED ONLY FOR POLES, SWITCHES, RISER SHIELD, ETC --- . . PLEASE SHIP ASAP!! - GRIFFIN TORNADO/STORM MATERIAL . .								
1	Y1NEANBM11 CUTOUT 15KV 100A 10KA EYEBOLT BRKT SB factory: Y1NEANBM11	21	0	21	Ea	152.50	Ea	0.00	3202.50
2	Y1NEANQA11 CUTOUT 15KV 110BIL 100A 16KA EYEBOLT BRKT BE	19	0	19	Ea	207.10	Ea	0.00	3934.90
3	Y1NCANQA11 LBU-11 15KV 100A CUTOUT	38	0	38	Ea	147.50	Ea	0.00	5605.00
4	CSG15-100AK-110-EN-16KA CUTOUT SILICONE GALV 15KV 100AMP 16KA	160	0	160	Ea	87.30	Ea	0.00	13968.00
4	Lines Total		Qty Shipped Total	238			Total		26710.40
							Invoice Total		26710.40

Payable in US Dollars

No credit will be allowed for goods returned without our permission. All returns are subject to restocking, handling and freight charges.
By accepting the goods, you agree to be bound by Anixter Inc.'s standard Terms & Conditions of Sale, which are located at https://www.anixter.com/en_us/resources/terms-of-sale.html.

0002:0002

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A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, DECLARING THE CITY OF GRIFFIN ELECTRIC DEPARTMENT AN ESSENTIAL GOVERNMENT SERVICE; DECLARING AN EMERGENCY TO EXIST WHICH NECESSITATED EMERGENCY PROCUREMENT OF ELECTRIC MATERIALS AND SUPPLIES; RETROACTIVELY APPROVING THE PURCHASE OF VARIOUS ELECTRIC EQUIPMENT AND SUPPLIES NECESSARY FOR DISASTER RECOVERY FOLLOWING THE JANUARY 12, 2023 TORNADO EMERGENCY EVENT FROM VENDOR, ANIXTER POWER SOLUTIONS, INCLUDING ANY AND ALL PURCHASE ORDERS SET FORTH WITHIN EXHIBIT "A" ATTACHED AND INCORPORATED WITHIN THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, the Governor of the State of Georgia declared a State of Emergency on January 12, 2023 because of severe storms, straight-line winds, and tornadoes which impacted the State, including areas of Spalding County (hereinafter, "Disaster Event");

WHEREAS, on January 12, 2023, the City of Griffin declared a State of Emergency and issued an Emergency Resolution authorizing immediate emergency measures for recovery related to the Disaster Event, including a suspension of the City's bid and competitive portions of the City's Procurement Policy and authorizing the City Manager and departments to utilize emergency procurement provisions contained therein;

WHEREAS, on January 16, 2023, President Joseph R. Biden Jr. approved Major Disaster Declaration 4685-DR for the State of Georgia (hereinafter, "Georgia Disaster Declaration") and ordered Federal aid to supplement State and local recovery efforts in the areas affected by the Disaster Event;

WHEREAS, the City of Griffin (hereinafter "City") operates an Electric Department to provide electric services to both residential, commercial and industrial customers, and as determined by the 1973 Territorial Act, serves as the electric service provider to the majority of the citizens of Griffin;

WHEREAS, the Electric Department experienced catastrophic loss of its electrical infrastructure as a direct result of the Disaster Event, including loss of essential electric utility service for thousands of residential and commercial customers and hazards within the roads and utility rights-of-way which posed an immediate threat to human life and property;

WHEREAS, the Electric Department deployed its entire labor force and exhausted all mutual aid resources for purposes of conducting temporary and permanent repairs, including rebuilding the backbone of the electrical system, in an effort to abate the immediate hazards following the Disaster Event and efficiently restore electrical utility service to customers;

WHEREAS, the Electric Department made emergency requests for materials and equipment necessary for the completion of said repairs from Anixter Power Solutions, ("Anixter"),

a vendor with active registration with the City with a home office located relatively close to the City, enabling them to deliver the necessary equipment efficiently;

WHEREAS, if the City did not obtain materials and equipment for emergency repair of its Electrical System, it would have had insufficient inventory to complete the temporary and permanent repair work necessary to restore electrical utility service to the thousands of residential and commercial customers and would have been unable to abate the threat to public health and safety posed by the destruction of the electric infrastructure as a direct result of the Disaster Event;

WHEREAS, the Board of Commissioners considers the City of Griffin Electric Department an essential government service;

WHEREAS, the Charter of the City of Griffin, the Governor's Declaration of State of Emergency dated January 12, 2023, the City of Griffin Declaration of State of Emergency and Emergency Resolution dated January 12, 2023, and Code of Griffin Sec. 44-4(b)-(c) and 2-190, collectively, provide authority for the City's emergency procurement of materials and equipment for emergency electrical repair services required as a direct result of the Disaster Event;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN that this Board finds and hereby declares an emergency to exist which necessitated emergency procurement of electric materials and supplies in order to complete temporary and permanent repair work necessary for the restoration of essential electric utility services to customers following the January 12, 2023 Disaster Event;

FURTHER RESOLVED, that this Board affirms the authority of the City Manager and Mayor to execute documents for such emergency purchases pursuant to the local, State, and Federal Declarations of Emergency and Secs. 44-4 and 2-190, Code of Griffin;

FURTHER RESOLVED, that this Board retroactively ratifies and approves all purchases of materials and equipment from Anixter Power Solutions listed on Exhibit "A" to this Resolution, attached and incorporated herein, and finds that such materials and supplies were necessary for emergency repair of damage to the City's electrical system sustained during the Disaster Event.

SO RESOLVED, this 28th day of February, 2023.

_____
Douglas S. Hollberg, Mayor

Attest:

_____
Jessica W. O'Connor, City Manager

Exhibit "A"

1. Purchase Order 23-0312 - $26,710.40

a. 21 Cutouts @ $152.50 each for a total amount of $3,202.50
b. 19 Cutouts @ $207.10 each for a total of $3,934.90
c. 38 Loadbreak Cutouts @ $147.50 each for a total of $5,605.00
d. 160 100 AMP Cutouts @ $87.30 each for a total of $ 13,968.00

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider Resolution retroactively approving the emergency procurement of telecommunications consultation and repair services from RTC Solutions, LLC, pursuant to Sec. 2-190 and the City's current Telecommunications Consulting Contract with RTC, in the amount of $179,278.36 for purposes of completing emergency repair to the City's fiber network and restoring critical communications to the City's infrastructure and facilities, including substations and E-911 services for all of Spalding County following damage sustained during the January 12, 2023 Disaster Event. *Chief Technology Officer, Gibb Cotton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Pursuant to a contract dated June 16, 2021 executed following competitive bid, RTC Solutions, LLC is the City's telecommunications consultant and is regularly retained by the City to coordinate the installation of the City's fiber network via subcontractors and otherwise oversee the City's telecommunications strategy. Following the January 2023 disaster event, the City's telecommunications infrastructure sustained extensive damage which impaired services and critical communications within the City, including E-911 in Spalding County and public safety departments. Pursuant to the terms of the contract with RTC, the City made a request for emergency consultation and repair services for purposes of restoring the critical communication to City of Griffin facilities, E-911, and its customers. If the City had not obtained these emergency repairs, it would have been unable to efficiently repair its fiber network or service, prolonging the public safety threat posed by the disruption of communication services to customers, including the City's public safety personnel, E-911, and citizens.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

WOF Emergency Restoration Griffin 2-17-23: $179,278.36

Submitted By:
Gibb Cotton

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
WOF Emergency Restoration Griffin 2-17-23 (1).pdf
RES Declaring Emergency for RTC Repair and Consultations Services for Telecoms(STORM).docx

Work Order Form: Griffin Fiber: Emergency Restoration or Fiber Facilities after Storm 1-12-23

Submitted by RTC Solutions:

Philip Foster
VP Carrier Solutions
706-965-1226
pfoster@rtctel.com

Address:
200 Evitt Parkway
Ringgold, GA 30736

On Thursday, January 12, 2023 the City of Griffin and Spalding County received severe damage from multiple tornado touchdowns.

The City of Griffin and Spalding County were declared a FEMA disaster area on January 16, 2023.

This work order Authorizes RTC Solutions to Pay 4 Seasons Cable Construction a contractor performing work for RTC Solutions in Griffin Georgia for repairs of the existing fiber network to restore communications to the City of Griffin infrastructure and facilities. This work was completed in real time after the storm to restore critical communication to SubStations and City facilities.

Total Price - $179,278.36

All Dollar amounts do not include applicable taxes or regulatory fees that may be incurred.

RTC Solutions	City Of Griffin
Name:_____	Name:_____
Title:_____	Title:_____

RINGGOLD TELEPHONE COMPANY

_____

Date:_____ Date:_____

No. 23 -

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, DECLARING THE CITY OF GRIFFIN TELECOMMUNICATIONS DEPARTMENT AN ESSENTIAL GOVERNMENT SERVICE; DECLARING AN EMERGENCY TO EXIST AS A DIRECT RESULT OF THE JANUARY 12, 2023 DISASTER EVENT WHICH NECESSITATED EMERGENCY PROCUREMENT OF PROFESSIONAL SERVICES FOR TELECOMMUNICATIONS CONSULTATION AND REPAIR OF EXISTING FIBER NETWORK TO RESTORE CRITICAL COMMUNICATIONS TO THE CITY OF GRIFFIN INFRASTRUCTURE AND FACILITIES, INCLUDING SUBSTATIONS AND E-911 SERVICE FOR ALL OF SPALDING COUNTY; RETROACTIVELY APPROVING THE PROCUREMENT OF REPAIR SERVICES, PURSUANT TO THE CITY'S CONTRACT WITH RTC SOLUTIONS, INC., AS PROVIDED IN THE WORK ORDER FORM ATTACHED AND INCORPORATED AS EXHIBIT "A", AND FINDING THAT SUCH REPAIR SERVICES WERE NECESSARY FOR EMERGENCY RESTORATION OF THE CITY'S ESSENTIAL TELECOMMUNICATIONS SERVICE FOLLOWING DAMAGE SUSTAINED DURING THE DISASTER EVENT; AND FOR OTHER PURPOSES.

WHEREAS, the Governor of the State of Georgia declared a State of Emergency on January 12, 2023 because of severe storms, straight-line winds, and tornadoes which impacted the State, including areas of Spalding County (hereinafter, "Disaster Event");

WHEREAS, on January 12, 2023, the City of Griffin declared a State of Emergency and issued an Emergency Resolution authorizing immediate emergency measures for recovery related to the Disaster Event, including a suspension of the City's bid and competitive portions of the City's Procurement Policy and authorizing the City Manager and departments to utilizes emergency procurement provisions contained therein;

WHEREAS, on January 16, 2023, President Joseph R. Biden Jr. approved Major Disaster Declaration 4685-DR for the State of Georgia (hereinafter, "Georgia Disaster Declaration") and ordered Federal aid to supplement State and local recovery efforts in the areas affected by the Disaster Event;

WHEREAS, the City of Griffin (hereinafter "City") operates a Telecommunications Department to provide telecommunications services, including a fiber network and telephone service, to its citizens and facilities within the City of Griffin and Spalding County, including E-911 pursuant to the Spalding County Service Delivery Strategy;

WHEREAS, the Telecommunications Department experienced catastrophic loss of telecommunications infrastructure as a direct result of the Disaster Event, including loss of essential telecommunications service to customers and service necessary for operation of Spalding County E-911 and City substations, which posed an immediate threat to public safety;

WHEREAS, the City of Griffin is party to a Telecommunications Consulting Contract with RTC Solutions, Inc. (hereinafter, "RTC") executed on June 16, 2021 following a competitive bidding process pursuant to the City's procurement ordinance, whereby RTC Solutions acts as the City's consultant in execution of the City's telecommunications strategy, including subcontracting for the installation and repair of the City's fiber network and communication system as needed and at the City's request;

WHEREAS, the Telecommunications Department made an emergency request to RTC for repairs to the City's telecommunication infrastructure which resulted in loss of telecommunications services to E-911, Substations, and other customers and which posed a threat to public safety by hindering public safety communications during and immediately after the Disaster Event;

WHEREAS, if the City did not obtain emergency repair of its telecommunications system, it would have been unable to restore critical communication services to City of Griffin and Spalding County public safety facilities and other customers within the City, hindering safe and effective emergency response efforts vital to immediate recovery following the Disaster Event;

WHEREAS, the Board of Commissioners considers the City of Griffin Telecommunications Department an essential government service;

WHEREAS, the Charter of the City of Griffin, the Governor's Declaration of State of Emergency dated January 12, 2023, the City of Griffin Declaration of State of Emergency and Emergency Resolution dated January 12, 2023, and Code of Griffin Sec. 44-4(b)-(c) and 2-190, collectively, provide authority for the City's emergency procurement of materials and equipment for emergency telecommunications consultation and repair services required as a direct result of the Disaster Event;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN that this Board finds and hereby declares an emergency to exist due to the damage sustained in the Disaster Event which necessitated emergency procurement of professional services for telecommunications consultation and repair of the City's existing fiber network in order to restore critical communications to the City of Griffin infrastructure and facilities, including substations and E-911 service serving all of Spalding County

FURTHER RESOLVED, that this Board affirms the authority of the City Manager and to execute the task order form for such emergency purchases pursuant to the local, State, and Federal Declarations of Emergency and Secs. 44-4 and 2-190, Code of Griffin;

[CONTINUED ON FOLLOWING PAGE]

FURTHER RESOLVED, that this Board retroactively ratifies and approves the procurement of services, pursuant to the City's contract with RTC, in the amount of $179,278.36 and finds that such consulting and repair services were necessary for emergency restoration of the City's essential telecommunications services following damage sustained during the Disaster Event.

SO RESOLVED, this 28th day of February, 2023.

_____
Douglas S. Hollberg, Mayor

Attest:

_____
Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an Addendum to the Telecommunications Consulting Contract with RTC Solutions, Inc. supplementing the Consulting Contract with federal provisions required for any contracts funded in whole or in part by FEMA financial assistance to ensure RTC can be retained to oversee temporary and permanent repair of the City's telecommunications utility system following the January 2023 storm or any future storm event. *Chief Technology Office, Gibb Cotton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The City and RTC are parties to a Telecommunications Consulting Contract dated June 16, 2021 whereby RTC was retained as a general telecommunications consultant to oversee and coordinate installation of the City's fiber network and communications systems. The fiber network and communication system were damaged in the January 2023 storm event, and the City intends to submit task orders to RTC for coordination of temporary and permanent repair of the City's telecommunication utility infrastructure. Because the repair work may be funded in whole or in part by FEMA financial assistance, the parties must supplement the original Consulting Contract to include the required provisions for federally compliant contracts. All other terms of the Consulting Contract remain unchanged.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Kelsey Carden

Meeting Date:
28/02/2023

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
RTC Addendum with AJW sig.pdf

ADDENDUM TO TELECOMMUNICATIONS CONSULTING CONTRACT
between
RTC SOLUTIONS, INC.,
and the
CITY OF GRIFFIN, GEORGIA

THIS ADDENDUM TO TELECOMMUNICATIONS CONSULTING CONTRACT (hereinafter, "Addendum"), retroactively effective January 13, 2023, by and between **RTC Solutions, Inc.** (hereinafter, "RTC"), a corporation formed under the laws of the State of Georgia, and the **City of Griffin** (hereinafter, "City"), a Georgia municipal corporation (collectively, hereinafter, "Parties") is intended to supplement the terms of the Telecommunications Consulting Contract between the Parties (hereinafter, "Contract") dated June 16, 2021, by providing as follows:

RECITALS

WHEREAS, the City and RTC are parties to a Telecommunications Consulting Contract, entered into on June 16, 2021 following a competitive bidding process in compliance with the Code of Griffin and Georgia law, whereby RTC was retained as the City's general telecommunications consultant to oversee the City's the consummation of telecommunications work by the City and third-party contractors within the public rights-of-way and other public lands owned by the City, whether aerial or in-ground;

WHEREAS, the Scope of Work set forth in Exhibit A of the Contract, and incorporated by reference in Paragraph 2 of the Contract, provides that RTC shall consult to install a fiber network and communications system, including but not limited to aerial cable, underground cable, and connecting electronic equipment and hardware and solicit subcontractors for installation of the same at approved phases of construction;

WHEREAS, on January 12, 2023, the City of Griffin experienced a major storm event (hereinafter, "January 2023 Storm Event") whereby multiple tornadoes caused significant storm damage and severely impacted the City's existing telecommunications utility infrastructure;

WHEREAS, following the Storm Event and pursuant to the Contract, RTC shall consult with contractors and subcontractors to provide emergency work, including temporary repair of telecommunications infrastructure for purposes of public health and safety, and mitigation efforts which included permanent repairs of the City's telecommunications utility systems; and

WHEREAS, while the Parties agree that the Consulting Contract already includes state and federally compliant provisions as to equal opportunity employment and security and immigration compliance, it is the desire of the parties that the

Consulting Contract, and all contracts between RTC and its contractors and subcontractors completing work pursuant to the Consulting Contract, make an addendum to their contract identical to that is noted as Exhibit "A" and attached hereto and make it part of their contract for the work performed for the City of Griffin.

WHEREAS, the parties desire to attach and incorporate this Addendum and Exhibit "A", attached and incorporated herein, to the Telecommunications Consulting Contract in order to specifically reference the state and federal terms applicable to contracts for which federal funds may be used and to ensure that the City and RTC can continue to operate under the terms of the existing Consulting Contract during this and any other storm event which may occur in the future;

NOW, **THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

The Consulting Contract is hereby supplemented to include the terms set forth in Exhibit "A" as if fully stated therein. Further, all contractors and subcontractors contracts shall be modified by adding the terms and provisions noted on Exhibit "A" to all contracts for construction and clean up work for emergency work, including temporary repair of telecommunications infrastructure for purposes of public health and safety, and mitigation efforts which include- permanent repairs of the City's telecommunications utility systems. This shall be done to all existing (where applicable) and future contracts.

CITY OF GRIFFIN, GEORGIA

By: _____
Douglas S. Hollberg

Title: _____

Date: _____

Attest: _____
Jessica O'Connor, Secretary
(SEAL)

APPROVED AS TO FORM
THIS 23rd DAY OF Feb., 2023
BY: _____
CITY ATTORNEY

RTC SOLUTIONS, INC.

By: Celeste Weaver

Title: Executive Vice President

Date: 02 / 22 / 2023

Exhibit "A" Addendum

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

I. Section 10 is hereby amended to add Subsection (j) which shall provide as follows:

"j. **Compliance with Applicable Law:** The parties acknowledge that FEMA financial assistance may be used to fund certain work orders under the Contract. The Contractor agrees to comply with all applicable Federal laws, regulations, executive order, and FEMA policies, procedures, and directives as applicable. The Parties further agree to comply with all applicable state and local laws, regulations, code, ordinances, and proclamations."

II. The Contract is hereby amended to incorporate the following terms which shall supplement the Contract:

"**2 CFR 200 CONTRACT PROVISIONS**

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, 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, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for

further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

(10) The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(11) The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor

pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if ii fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

COMPLIANCE WITH THE CONTRACT WORK HOURS & SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, for any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard FormLLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, RTC Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Celeste Weaver

Signature of Contractors Authorized Official

Celeste Bandy Weaver EVP RTC Solutions

Name and Title of Contractor's Authorized Official

02 / 22 / 2023

Date

PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price.

2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the City, the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

(1) Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or

constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO AND FLAGS

The contractor shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

III. All other terms and conditions set forth in the Contract and the attachments referenced and incorporated therein remain unchanged but for the changes set forth in this Addendum.

RTC SOLUTIONS
(TELECOMMUNICATIONS CONSULTANT)

By: Celeste Weaver

Celeste Bandy Weaver

Title: EVP RTC Solutions

Date: 02 / 22 / 2023

The City Of Griffin

By: _____
Douglas S. Hollberg

Title: Mayor

Date: _____

Attest: _____
Jessica W. O'Connor, Secretary
(Seal)

APPROVED AS TO FORM
THIS 23rd DAY OF Feb., 2023
BY: _____
CITY ATTORNEY

Signature Certificate

Reference number: WFG8S-TXNUD-WXEOI-NRJVP

Signer	Timestamp	Signature
Celeste Weaver Email: cweaver@rtctel.com		
Sent:	22 Feb 2023 21:49:16 UTC	
Viewed:	22 Feb 2023 21:50:09 UTC	
Signed:	22 Feb 2023 21:51:47 UTC	
Recipient Verification:		IP address: 104.28.32.232
✔Email verified	22 Feb 2023 21:50:09 UTC	Location: Chattanooga, United States

Document completed by all parties on:
22 Feb 2023 21:51:47 UTC

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