**AGENDA**
**Regular Scheduled Meeting**
**CITY OF GRIFFIN BOARD OF COMMISSIONERS**
**November 10, 2026**
**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. Recognize Mariza Eller, Public Works Director, as the October Strongest Link in the Chain award recipient. *Human Resources Director, Stephanie Woods, will address.*

2. Presentation by the Griffin Downtown Development Authority on the pending Request for Proposals related to rehabiliation/redevelopment of its E. Broad Street properties (Heck Chapel, Old County Jail, E. Broad Street Vacant Lots). *Downtown Development Authority Chair, Bruce Ballard, will address the Commission.*

3. Review financial reports for September 2026. *Interim City Manager, Jennifer Freeman 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. Subject to the Citizen Comment Policy adopted on February 13, 2024 and posted for public view, all speakers shall be limited to three minutes which will be strictly followed and enforced. 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.*

## CONSENT AGENDA

4. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on October 27, 2026.

5. Consider the purchase of a fairway unit, broadcast spreader, and aerator from Jerry Pate Turf & Irrigation, best quote, in the amount of $150,818.02. *Public Works Director, Mariza Eller, will address.*

6. Consider a contract with the Kiwanis Club of Griffin for the use of the Kiwanis Event Center and Fairgrounds for the City of Griffin Safety Expo, Thursday, April 15, 2027. *Risk Manager, Greg Poole, will address.*

7. 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.*

8. Consider Resolution approving the standardized form for the Service Contract for the provision of utility service to customers of the City's combined utility system. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

9. Consider a resolution more specifically naming Elizabeth O'Neal and Brooke White, individually, as

Municipal Court Solicitors appointed to fulfill the duties of the office of Municipal Court Solicitor at a rate of $400 per court session for nine sessions per month. *Assistant City Manager of Development Service, Kelsey Carden, will address.*

**REGULAR AGENDA**

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

10. Consider a contract with Cellebrite to renew a subscription of Inseyets Pro to extract digital forensics from smartphones, with additional license for second PC in the amount of $46,522.00. *Senior Cybersecurity Administrator, Amanda Manning-Morris, will address.*

11. Consider MEAG Power Sale of of Excess Power to The City of Lawrenceville, on behalf of The City of Griffin, up to 2.1/MWh from June 2027 through September 2027 and up to 8.7/MWh from June 2028 through September 2028. *Electric Director, Jason Crane will address.*

12. Consider Resolution accepting an Easement Agreement whereby the City would obtain a permanent forty-foot (40') by fifty-foot (50') easement, totaling 2,000 square feet or 0.046 acres, to install, construct, operate, maintenance, repair, replace or remove, electric underground wire and/or equipment, on or over the parcel located in Land Lot 111 of the 2nd Land district of Spalding County, City of Griffin, Georgia, Tax Parcel 055-03008G, commonly known as 1524 GA-16 West, The Kroger Co., and authorizing the City Manager to record the Easement Agreement in the Clerk of Superior Court, Spalding County, Georgia records. *Director of Electric, Jason Crane will address.*

13. Consider an amendment to the Statement of Work No. 2 from KCI Technologies under Master Services Agreement for the Shoal Creek WPCP Expansion Design Engineering in the amount of $11,500.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

14. Consider a contract for the Potato Creek Sewer Rehabilitation from Gulf Coast Underground, LLC., best responsive bidder, in the amount of $1,597,971.15. *Director of Water and Wastewater, Brandon Lewis, will address.*

15. Consider a Professional Services Agreement with LJA Engineering, Inc. for consulting engineering services to support the City of Griffin's ongoing and future engineering and consulting needs. *Director of Water and Wastewater, Brandon Lewis, and Director of Public Works, Mariza Eller, will address.*

16. Consider a claim for violation of Civil Rights and Federal employment law by Griffin Police Officer Joshua Tomlinson, based upon ante litem notice, dated October 9, 2026 from attorney Dexter Wimbish in the amount of $10,000,000. *City Attorney Drew Whalen will address.*

17. Consider a proposal from Mercer Group Associates LLC to conduct an executive hiring search for the position of City Manager. *City Attorney, Drew Whalen, and Human Resources Director, Stephanie Woods, will address.*

18. Consider cancellation of the City of Griffin Board of Commissioners' November 24, 2026 Workshop.

19. Consider cancellation of the City of Griffin Board of Commissioners' December 22, 2026 Workshop and Regular Meetings.

**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:

Recognize Mariza Eller, Public Works Director, as the October Strongest Link in the Chain award recipient. *Human Resources Director, Stephanie Woods, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The "Strongest Link in the Chain" award is given monthly to a deserving employee who has demonstrated excellent performance and productivity, loyalty, professional pride, and other noteworthy accomplishments. The award recognizes that all City employees link together to form a chain that provides the residents of the City with excellent service. That service is only as strong as its weakest link in the chain. Therefore, all employees should strive to be a "strong link" in the chain. Nominations are received from any City employee and are vetted by Department Directors who recommend the award recipient to the City Manager.

The recognized employee receives one day off with pay, a gift certificate to a local restaurant, a "Strongest Link in the Chain" plaque, and the symbolic "chain", which he or she will be the custodian of until a subsequent employee is recognized.

### STAFF RECOMMENDATION:

N/A

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Stephanie Woods

**Meeting Date:**
10/11/2026

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Mariza Eller, October 26.pdf

**Strongest Link in the Chain (Individual) Nomination Form**

Nominee Name__Mariza Eller_____ Department____Public Works_____

**Nominee Dept. Director signature required to move forward. Nominator to get this before submitting this form to Human Resources to be considered.**

Nominee Department Director Approval for submission_____Date_____

Your (Nominator) Name_Stephanie Woods_____Department_____ HR_____

Submission Date to HR_____11/2/26_____

Is this monthly nomination? Yes No If yes, which month _____October_____

Is this an annual nomination? Yes No If yes, which year_____

**Reason for the Nomination**

Mariza began with the City of Griffin in August of 2021 as the Administrative Coordinator for the Public Works Department. She came with significant knowledge and years of experience in public works and planning/building. The Public Works Director at the time even indicated in her candidate evaluation that she would be an excellent candidate to replace him one day. And, that she did approximately one year later.

It's not often you see a woman in public works; let alone, in management of public works. With a tough daily job (that never stops) and raising two children, Mariza has also made it a point to solidify this career path and has receive numerous trainings backed up with related certifications to really understand the 'boots on the ground' of her divisions. This includes completing the 3-year program for the National Certification of Public Works Management Program, and more recently completing her Master's in Public Administration. Excitingly, just last month she was accepted into the Emerging Leaders Academy through the National American Public Works Association. It's a very competitive program and she was the only one selected in Georgia.

As impressive as all that is, that's not the reason alone I'm nominating her for this award. Over the past several months Mariza spearheaded a program, the first of it's kind, called Girls in Public Works. This one-day event was designed to inspire high school girls to explore rewarding careers in public works through hands-on activities, career discussions, educational exhibits, and networking with industry professionals. This full-day event was on Saturday, October 3rd and had over 40 girls in attendance and nearly 100 professionals who either made formal presentations, had hands-on activities (even operating heavy equipment!), or displayed booths and gave out information. For the most part, all the professionals were women themselves. (A lot of them were City of Griffin employees volunteering their expertise and time.)

It takes a lot of time and effort to plan and put an event like this together. It was the first of its kind in the State of Georgia and will set a precedent for other communities. It would not have happened with Mariza driving the wheel and making it happen. For this reason alone, she deserves to receive the Strongest Link in the Chain for October.




Spalding High School (Griffin, GA) · Follow
September 16 ·

High school girls: Join Griffin's first-ever Girls in Public Works Day on Oct. 3! Explore careers, try hands-on equipment, and meet women leaders making an impact in their communities. Scan the QR code on the flyer to register! #GirlsInPublicWorks See less



**City of Griffin, GA - Government**
September 22 ·

The City of Griffin is proud to host Georgia's first Girls in Public Works Day, in partnership with Apwa Georgia and Georgia Department of Transportation, on Saturday, October 3rd. This one-day event will introduce high school girls to the many rewarding careers that help keep a community working.

Participants will have opportunities to explore careers in public works, meet and connect with women in the profession, try hands-on equipment and activities, and learn from experienced industry professionals.

In Griffin, young women don't have to look far to find an inspiring example of leadership in public works. Our Public Works Director, Mariza Eller, helped organize this event, giving students a chance to explore the profession and connect with women who serve their communities. She was recently selected for the American Public Works Association's Emerging Leaders Academy as Georgia's only representative.

If you have a high school girl interested in learning more about careers in public works, register to attend the event at https://bit.ly/4y5ascU. See less

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## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Presentation by the Griffin Downtown Development Authority on the pending Request for Proposals related to rehabiliation/redevelopment of its E. Broad Street properties (Heck Chapel, Old County Jail, E. Broad Street Vacant Lots). *Downtown Development Authority Chair, Bruce Ballard, will address the Commission.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The Downtown Development Authority (DDA) has acquired the County Courthouse/Jail, Heck's Chapel, and two lots along E. Broad Street in the past two years for redevelopment purposes. The goal is to work with the community to find an investor and/or developer that can reimagine and repurpose these properties to capture the rich history of Griffin, as well as bring them back on the property tax rolls. This project would also coordinate and accentuate the Courtyard by Marriott that is scheduled to be under construction in 2027.

The DDA has sent out a Request for Proposals to an email list of over 350+ professionals and has advertised on LinkedIn. A mandatory information meeting was held on Wednesday, November 4, 2026 to further discuss the project. Developer packets are due on December 7th and will be reviewed shortly thereafter with a decision on the selected team expected to be in early January 2027. The DDA Board is providing an update on the Request for Proposals to Griffin City Commission.

### STAFF RECOMMENDATION:

N/A

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Jeremy Stratton,CEcD

**Meeting Date:**
10/11/2026

**Reviewed By:**
Kelsey Carden

ATTACHMENTS:
Updated Heck Chapel RFP Package.pdf

# REQUEST FOR PROPOSALS

REIMAGINING HECK CHAPEL, E. BROAD STREET, & COURTHOUSE / JAIL

GRIFFIN DDA
DOWNTOWN DEVELOPMENT AUTHORITY



## GRIFFIN, GEORGIA

The Griffin Downtown Development Authority is seeking proposals from qualified developers, investors, and teams that will help us reimagine the former Heck Chapel, Courthouse/ Jail, and surrounding E. Broad Street environment in Griffin, Georgia (See map insert for location of property).



With the development of the Courtyard by Marriott next to the Historic City Hall (HCH) property, we have the opportunity to also partner with a first-class development team to come up with a quality project that will accentuate the architectural aesthetics of the area and add to the positive quality of life for Griffin residents.

We welcome strong proposals to help us consider the possibilities to help transform the E. Broad Street area.

# REQUEST FOR PROPOSALS

REIMAGINING HECK CHAPEL, E. BROAD STREET, & COURTHOUSE / JAIL

**Griffin Downtown Development Authority | 770.228.5356**

GRIFFIN DDA
DOWNTOWN DEVELOPMENT AUTHORITY

**SCAN TO VIEW SITE PHOTOS**

## EXISTING BUILDING



HECK CHAPEL



HECK CHAPEL

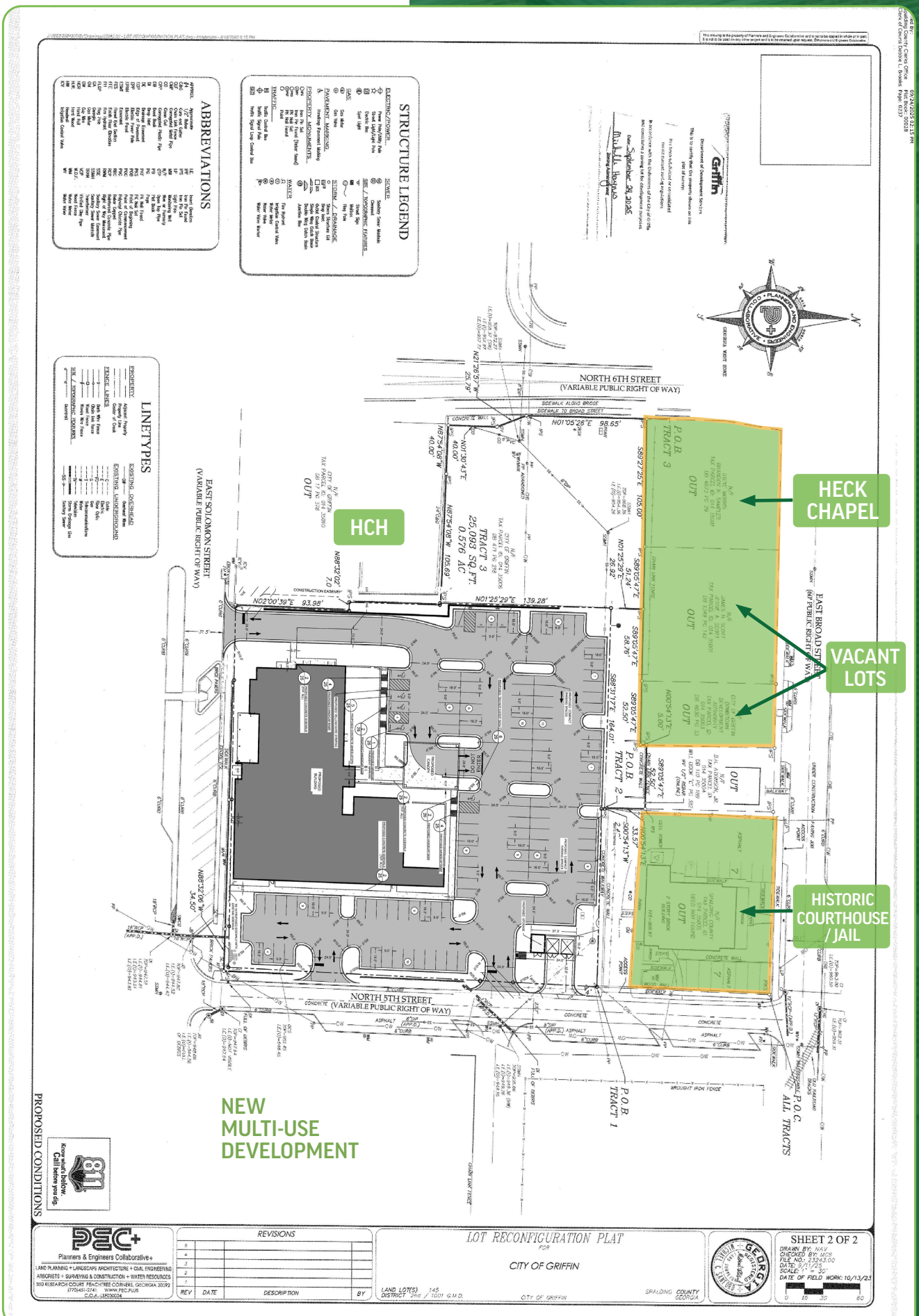


HISTORIC COURTHOUSE / JAIL



VACANT LOTS

# LOT CONSOLIDATION PLAT



## GRIFFIN, GEORGIA

### INFORMATION TO CONSIDER FOR A PROPOSAL:

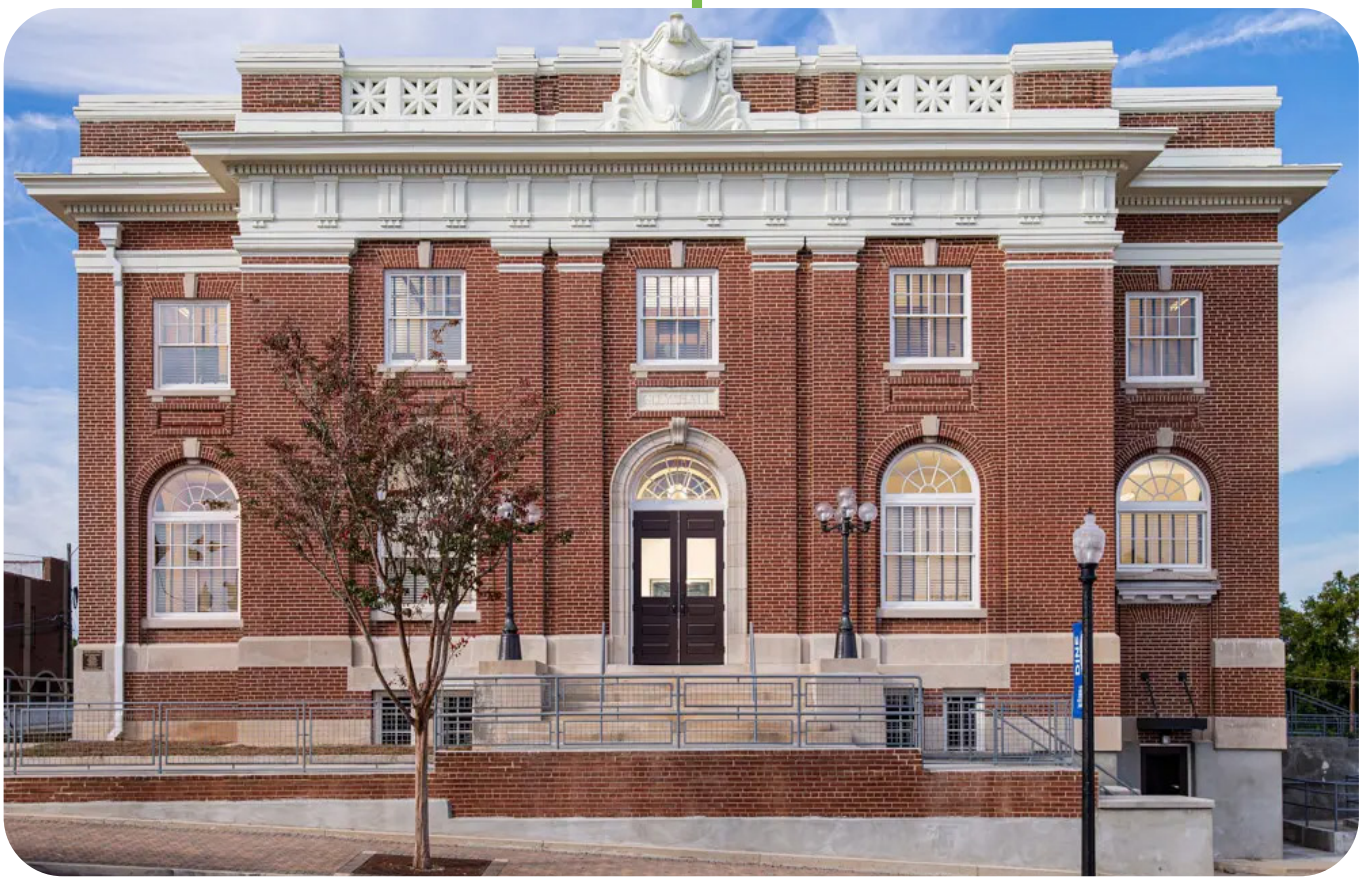
1. Which part(s) of the project you propose for your development - Heck's Chapel, Vacant Lot 1, Vacant Lot 2, Courthouse / Jail, multiple parcels or all parcels?
2. The best development team for this project? Prior experience on similar projects, credentials, experience, successes, etc.
3. Proposed use(s) and concepts for redeveloping the Heck Chapel, Courthouse / Jail and E. Broad Street properties in question?
4. Proposed purchase price(s) for the parcels for your project(s). How will you fund the purchase of the parcel(s)?
5. Realistic schedule from start to finish for the project(s) with important milestones.
6. VERY detailed budget for the project(s). How will the project(s) be funded? Various sources of funding and proof that you have the financial wherewithal to take on this project(s) and complete within the scheduled timeline.
7. Drawings / Renderings of the properties and how the finished product will look on the exterior as well as how it will be depicted on a site plan. Drawings / Renderings of the interior of the building and how the finished product will look on the inside of the properties.
8. How will the project(s) add to the area aesthetically and accentuate the architecture of Historical City Hall and the proposed drawings of the Courtyard by Marriott?
9. How will the project(s) add to the quality of life for Griffin residents and neighboring land uses, including the Courtyard by Mariott?
10. Any assistance from the City of Griffin, the Downtown Development Authority, the Urban Redevelopment Authority, DCA or other(s) to make the project work?
11. The environmental and structural reports for Heck Chapel and the Historic Courthouse / Jail warrant careful review.
12. The Historic Courthouse / Jail is on the National Register of Historic Places and Heck Chapel also has historic significance. Therefore, an emphasis should be placed on preserving the historical aspects of these properties.

## NEIGHBORING USES

# HISTORIC CITY HALL (HCH)







**Complete project details, updates, and property viewings/meetings can be found at: :**

**https://griffindda.com/**

OR

## VIEW SITE PHOTOS

## PROPOSED EXTERIOR DESIGN ELEVATIONS







## DUE DATE:

**As specified in the RFP package.**

**Griffin DDA**
**100 South Hill St. Griffin, GA 30224**
**(770) 228-5356**
**jstratton@cityofgriffin.com**
**www.cityofgriffin.com**

GRIFFIN DDA DOWNTOWN DEVELOPMENT AUTHORITY

ECG Economic Development Partner

**AGENDA ITEM SUMMARY**

**ITEM SUMMARY:**

Review financial reports for September 2026. *Interim City Manager, Jennifer Freeman will address.*

**SPECIAL CONSIDERATIONS OR CONCERNS:**

N/A

**STAFF RECOMMENDATION:**

N/A

**FINANCIAL IMPACT:**

N/A

**Submitted By:**

Amanda Carmichael

**Meeting Date:**

10/11/2026

**Reviewed By:**

Jennifer Freeman

ATTACHMENTS:

Budget_to_Actual_Update - Sept 2026.docx
Cash Balance 9.30.2026.pdf
Interim Statements by Fund_9.30.2026.pdf
LOST 09.30.26.pdf
TSPLOST 09.30.26.pdf

**September financial statements – 25.0% into the fiscal year**

**Year-to-date**

| Fund | Operating Revenue in Dollars | Operating Revenue Percentage of Budget | Operating Expense in Dollars | Operating Expense Percentage of Budget |
|---|---|---|---|---|
| General Fund | 5,095,292 | 18.25 | 10,806,129 | 21.87 |
| Enterprise Funds | 33,172,284 | 28.20 | 23,494,479 | 22.02 |
| Water / Wastewater | 8,894,774 | 27.03 | 5,357,841 | 20.87 |
| Electric | 19,606,940 | 28.91 | 14,450,816 | 23.79 |
| Solid Waste | 3,277,606 | 28.62 | 2,320,249 | 17.82 |

**Year-to-Date Sales Tax Analysis**

| Sales Tax | Dollars Collected | Percent of Budget |
|---|---|---|
| LOST | 1,560,708 | 26.91 |
| TSPLOST | 1,306,144 | 35.04 |

| | 6/30/2026 | 09/30/2026 | | |
|---|---|---|---|---|
| | **ALL FUNDS** | **OPERATING** | **RESTRICTED** | **RESERVED** |
| **CASH AND CASH EQUIVALENTS** | | | | |
| Cash | | | | |
| 101-General Fund | $2,256,322.45 | $1,586,812.27 | $421,047.06 | |
| 210-Confiscated Assets Fund | 218,837.90 | | 222,607.15 | |
| 234-ARPA American Rescue Plan Act | 861,027.45 | | 606,998.03 | |
| 253-Neighborhood Stabilization Program | 210,550.03 | | 210,550.03 | |
| 255-Neighborhood Stabilization Program NSP3 | 151,868.23 | | 151,868.23 | |
| 270-Tax Incentive Program (TIP) | 24,011.24 | | 24,011.24 | |
| 271-Tax Allocation District (TAD #1) | 898,967.87 | | 890,578.93 | |
| 272-Tax Allocation District (TAD #2) | 3,728,318.43 | | 3,743,362.16 | |
| 282-Court Technology Fund | 171,328.75 | | 176,495.67 | |
| 283-Police Donations Fund | 8,479.48 | | 8,479.48 | |
| 321-SPLOST Fund 2016 | 2,704,109.99 | | 2,510,391.05 | |
| 335-T-SPLOST Fund 2022 | 11,011,561.62 | | 11,891,787.90 | |
| 360-Urban Redevelopment Agency Fund | 974,110.32 | | 980,235.49 | |
| 505-Water/Wastewater Utility Fund | 3,959,220.85 | 3,420,202.69 | | |
| 510-Electric Utility Fund | 1,933,028.73 | 3,432,034.71 | 206,620.07 | |
| 540-Solid Waste Fund | 1,404,166.06 | 246,002.03 | | 648,911.60 |
| 550-Airport Fund | 3,324,745.71 | 1,485,100.71 | | |
| 560-Stormwater Utility Fund | 594,825.85 | 380,127.07 | | |
| 570-Telecommunications Fund | 211,455.94 | 79,257.69 | | |
| 591-Golf Course Fund | 1,722,676.03 | 1,720,719.05 | | |
| 601-Internal Service Fund - Motor Pool Fund | 1,522,938.76 | 1,391,598.63 | | |
| 610-Internal Service Fund - Payroll | 2,421,638.67 | 266,371.19 | 266,371.19 | |
| 611-ISF-Employee Benefits Fund | 1,006,870.38 | 1,107,183.85 | | |
| 745-Municipal Court Fund | 525,212.66 | | 550,093.88 | |
| 771-OPEB Fund | 39,412.59 | | 39,412.59 | |
| 791-Cemetery Trust Fund | 1,436,818.44 | | 1,409,318.44 | |
| 792-Mausoleum Trust Fund | 374,911.61 | | 315,411.61 | |
| 952-Main Street Fund | 144,409.04 | | 159,712.39 | |
| 953-Downtown Development Fund | 81,662.93 | | 84,165.19 | |
| Total Cash | 43,923,488.01 | 15,115,409.89 | 24,869,517.78 | 648,911.60 |
| Investments | | | | |
| 101-General Fund | 39,123,993.98 | 40,842,230.63 | | 705,635.27 |
| 213-National Opioid Fund | 213,576.90 | | 241,816.75 | |
| 505-Water/Wastewater Utility Fund | 83,513,846.36 | | 85,228,247.05 | |
| 510-Electric Utility Fund | 59,896,657.98 | 1,162,614.57 | 4,633,521.13 | 53,640,116.09 |
| 540-Solid Waste Fund | 761,849.71 | 21,457.39 | 721,124.80 | |
| 591-Golf Course Fund | 97,008.77 | 97,008.77 | | |
| 771-OPEB Fund | 2,459,749.00 | | 2,459,749.00 | |
| 791-Cemetery Trust Fund | 5,699,519.28 | | 5,774,177.49 | |
| 792-Mausoleum Trust Fund | 496,884.60 | | 489,173.78 | |
| 793-Light Water Sewer (LWS) Emergency Trust Fund | 1,163,257.70 | | 1,146,726.11 | |
| Total Investments | 193,426,344.28 | 42,123,311.36 | 100,694,536.11 | 54,345,751.36 |
| **Total Cash and Investments** | **$237,349,832.29** | **$57,238,721.25** | **$125,564,053.89** | **$54,994,662.96** |

# INTERIM STATEMENTS by Fund

*All Funds: City-Wide*

*For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | Amended Budget | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING REVENUE** | | | | | | | |
| **TAXES** | | | | | | | |
| Real property - current year | $18,655 | $50,310 | $6,281,735 | ($6,231,425) | 0.80% | $42,062 | $5,911,785 |
| Public utility | | | 20,480 | (20,480) | | | |
| Real property - prior year | 20,865 | 61,904 | 155,000 | (93,096) | 39.94% | 49,310 | 184,686 |
| Motor vehicle | 1,181 | 3,846 | 16,000 | (12,154) | 24.04% | 4,607 | 16,674 |
| Intangible | 3,855 | 7,530 | 44,000 | (36,470) | 17.11% | 2,836 | 48,190 |
| Railroad equipment | | | 7,000 | (7,000) | | | 7,270 |
| Real estate transfer (intangible) | 4,610 | 5,844 | 20,000 | (14,156) | 29.22% | 1,810 | 27,834 |
| Total Taxes | 49,166 | 129,434 | 6,544,215 | 6,414,781 | 1.98% | 100,625 | 6,196,439 |
| Motor vehicle title ad valorem tax fee | 60,132 | 194,689 | 675,000 | (480,311) | 28.84% | 175,910 | 700,578 |
| Franchise taxes: | | | | | | | |
| Electric | | | 60,000 | (60,000) | | | 53,586 |
| Gas | 54,998 | 54,998 | 212,000 | (157,002) | 25.94% | | 217,977 |
| Television cable | | 31,637 | 125,000 | (93,363) | 25.31% | | 127,906 |
| Telephone | 340 | 3,722 | 13,000 | (9,278) | 28.63% | 78 | 18,591 |
| Payment In Lieu of Tax GHA | | | 13,750 | (13,750) | | 3,506 | 29,371 |
| Video | | | 10,000 | (10,000) | | | 9,788 |
| Total Franchise taxes | 55,338 | 90,357 | 433,750 | (343,393) | 20.83% | 3,584 | 457,219 |
| Total Taxes and Franchise taxes | 164,636 | 414,480 | 7,652,965 | 7,238,485 | 5.42% | 280,119 | 7,354,236 |
| Local option sales and use taxes | 527,903 | 1,560,708 | 5,800,000 | (4,239,292) | 26.91% | 1,523,100 | 6,067,598 |
| Hotel/Motel | 23,330 | 61,302 | 226,000 | (164,698) | 27.12% | 58,239 | 220,076 |
| Alcoholic beverage excise | 45,971 | 92,832 | 602,000 | (509,168) | 15.42% | 94,784 | 578,473 |
| Other | | | | | | (4,525) | (4,525) |
| Total selective sales and use taxes | 69,301 | 154,134 | 828,000 | (673,866) | 18.62% | 148,498 | 794,024 |
| Business taxes: | | | | | | | |
| Business and occupation taxes | 2,045 | 8,010 | 465,000 | (456,990) | 1.72% | 6,475 | 461,087 |
| Insurance premium taxes | | | 2,500,000 | (2,500,000) | | | 2,554,486 |
| Financial institutions taxes | | | 135,000 | (135,000) | | | 141,054 |
| Total business taxes | 2,045 | 8,010 | 3,100,000 | (3,091,990) | 0.26% | 6,475 | 3,156,627 |
| Penalties and interest on deliquent taxes | | | | | | | |
| Real | 8,045 | 24,455 | 50,000 | (25,545) | 48.91% | 22,487 | 83,751 |
| Business | 40 | 40 | 1,250 | (1,210) | 3.20% | 60 | 2,061 |
| Total penalties and interest on deliquent taxes | 8,085 | 24,495 | 51,250 | (26,755) | 47.80% | 22,547 | 85,812 |
| **TOTAL TAXES** | **771,970** | **2,161,827** | **17,432,215** | **(15,270,388)** | **12.40%** | **1,980,739** | **17,458,297** |
| **LICENSE AND PERMITS** | | | | | | | |
| Business licenses: | | | | | | | |
| Alcoholic beverages: | | | | | | | |
| Alcoholic Beverage License | 20,300 | 20,300 | 245,000 | (224,700) | 8.29% | 13,800 | 247,050 |
| Total alcoholic beverage licenses | 20,300 | 20,300 | 245,000 | (224,700) | 8.29% | 13,800 | 247,050 |
| General business licenses: | | | | | | | |
| Insurance | | 75 | 32,000 | (31,925) | 0.23% | 300 | 28,388 |
| Mobile food vendor permits | | 25 | 250 | (225) | 10.00% | 25 | 100 |
| Media production fees | 1,000 | 2,550 | | 2,550 | | 300 | 2,600 |
| Total general business licenses | 1,000 | 2,650 | 32,250 | (29,600) | 8.22% | 625 | 31,088 |
| Total Business licenses | 21,300 | 22,950 | 277,250 | (254,300) | 8.28% | 14,425 | 278,138 |
| Non-business licenses and permits: | | | | | | | |
| Building and signs: | | | | | | | |
| Zoning and land use permits | 700 | 4,800 | 7,000 | (2,200) | 68.57% | 1,900 | 10,800 |
| House moving permit | | | | | | 50 | 50 |
| Sign permits | 1,000 | 2,790 | 10,000 | (7,210) | 27.90% | 2,765 | 14,500 |
| Other permits | | | 2,000 | (2,000) | | 450 | 450 |
| Catering | 300 | 500 | 2,600 | (2,100) | 19.23% | 300 | 2,350 |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Total building and sign permits | 2,000 | 8,090 | 21,600 | (13,510) | 37.45% | 5,465 | 28,150 |
| Regulatory fees (permits): | | | | | | | |
| Building structures and equipment permits: | | | | | | | |
| Protective | 5,700 | 19,550 | 50,000 | (30,450) | 39.10% | 18,950 | 57,750 |
| Building | 31,920 | 95,353 | 350,000 | (254,647) | 27.24% | 386,691 | 748,177 |
| Plumbing | 300 | 8,800 | 8,000 | 800 | 110.00% | 1,963 | 7,188 |
| Electrical | 1,875 | 8,975 | 42,000 | (33,025) | 21.37% | 13,950 | 46,775 |
| Gas | 750 | 750 | 500 | 250 | 150.00% | 100 | 550 |
| Mechanical | 100 | 1,400 | 3,000 | (1,600) | 46.67% | 1,500 | 4,450 |
| Total building structures and equipment permits | 40,645 | 134,828 | 453,500 | 318,672 | 29.73% | 423,154 | 864,890 |
| Total non-business licenses and permits | 42,645 | 142,918 | 475,100 | (332,182) | 30.08% | 428,619 | 893,040 |
| Penalties and interest on deliquent licenses and permits | | | | | | | |
| Alcoholic license | | | 5,000 | (5,000) | | | 8,750 |
| Interest on business licenses | 33 | 33 | | 33 | | 146 | 629 |
| Total penalties and interest on deliquent licenses and permits | 33 | 33 | 5,000 | (4,967) | 0.66% | 146 | 9,379 |
| **TOTAL LICENSES AND PERMITS** | **63,978** | **165,901** | **757,350** | **(591,449)** | **21.91%** | **443,190** | **1,180,557** |
| **CHARGES FOR SERVICES** | | | | | | | |
| General government: | | | | | | | |
| Fees - plan reviews | 1,250 | 2,875 | 4,000 | (1,125) | 71.88% | 2,600 | 4,325 |
| Fees - demolition recovery | 258 | 14,829 | | 14,829 | | 1,751 | 32,986 |
| Fees - zoning applications | 500 | 1,600 | 4,500 | (2,900) | 35.56% | 1,950 | 7,100 |
| Information technology fees | 300 | 900 | | 900 | | 900 | 3,600 |
| Indirect cost allocation | 747,229 | 2,241,688 | 9,021,710 | (6,780,022) | 24.85% | 2,155,152 | 8,620,606 |
| GIS cost allocation | 40,008 | 120,024 | 480,095 | (360,071) | 25.00% | 118,780 | 475,121 |
| Utilities Mgmt & Customer Svc Cost Allocation | | | 1,551,485 | (1,551,485) | | | |
| Motor pool charges | 111,879 | 277,622 | 1,018,800 | (741,178) | 27.25% | 286,146 | 897,057 |
| Publication Sales | | | | | | 80 | 240 |
| Business occupation tax admin fee | 800 | 2,700 | 78,400 | (75,700) | 3.44% | 2,850 | 78,900 |
| Total general government | 902,224 | 2,662,238 | 12,158,990 | 9,496,752 | 21.90% | 2,570,209 | 10,119,935 |
| Public safety - fire inspections | 200 | 1,004 | 8,500 | (7,496) | 11.81% | 2,045 | 11,451 |
| Public safety - prisoner housing fees | 5,704 | 16,066 | 63,000 | (46,934) | 25.50% | 14,321 | 65,444 |
| Utilities / enterprise charges and fees | | | | | | | |
| Fees - Collection - Residential | 274,143 | 813,492 | 3,140,629 | (2,327,137) | 25.90% | 560,359 | 3,152,772 |
| Fees - Collection - Commercial | 123,374 | 368,289 | 1,410,000 | (1,041,711) | 26.12% | 260,721 | 1,427,375 |
| Fees - Transfer Station | 182,833 | 608,554 | 2,100,000 | (1,491,446) | 28.98% | 580,395 | 2,361,421 |
| Fees - Special Handling | 2,585 | 7,460 | 25,000 | (17,540) | 29.84% | 6,055 | 24,210 |
| Fees - Rolloff Containers | 51,700 | 188,147 | 824,000 | (635,853) | 22.83% | 227,473 | 866,760 |
| Fees - Yard Waste Disposal | 81,667 | 241,510 | 965,940 | (724,430) | 25.00% | 168,664 | 943,638 |
| Fees - Yard Waste Special Handling | | (509) | | (509) | | (7) | (144) |
| Sale of Recycled Materials | 1,106 | 4,274 | 3,000 | 1,274 | 142.47% | 14,760 | 60,193 |
| Permit Fees - Commercial Hauler | 300 | 700 | 4,000 | (3,300) | 17.50% | 700 | 2,500 |
| Fees - Landfill Use | 247,930 | 923,905 | 2,640,000 | (1,716,095) | 35.00% | 663,443 | 2,929,598 |
| Recycling Fees Sort Line | 10,638 | 32,931 | 150,000 | (117,069) | 21.95% | | 44,522 |
| Water Institutional | 29,702 | 69,431 | 200,000 | (130,569) | 34.72% | 63,284 | 247,438 |
| Fees - Water Industrial | 29,324 | 89,066 | 375,000 | (285,934) | 23.75% | 74,327 | 318,581 |
| Fees - Water Residential | 400,567 | 1,169,171 | 4,950,000 | (3,780,829) | 23.62% | 819,256 | 4,445,429 |
| Fees - Water Commercial | 119,429 | 372,056 | 1,900,000 | (1,527,944) | 19.58% | 250,281 | 1,478,363 |
| Pass-Thru Water Spalding County | (472,460) | (950,936) | (5,800,000) | 4,849,064 | 16.40% | (971,505) | (5,323,219) |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Fees - Fire Hydrant Water | | 6,270 | 25,000 | (18,730) | 25.08% | 4,821 | 31,756 |
| Fees - Water Lock Cut | 600 | 1,500 | 3,000 | (1,500) | 50.00% | 1,125 | 5,275 |
| Bulk Water - Spalding County | 1,102,588 | 3,240,591 | 12,250,000 | (9,009,409) | 26.45% | 2,126,525 | 11,381,106 |
| Bulk Water - Williamson | 9,755 | 29,040 | 110,000 | (80,960) | 26.40% | 18,230 | 93,180 |
| Bulk Water - Zebulon | 69,040 | 138,318 | 485,000 | (346,682) | 28.52% | 77,594 | 410,271 |
| Bulk Water - Butts County | 2,467 | 8,578 | 43,000 | (34,422) | 19.95% | 6,355 | 32,841 |
| Bulk Water - Coweta County | 506,850 | 1,487,850 | 6,340,000 | (4,852,150) | 23.47% | 1,332,145 | 6,177,445 |
| Bulk Water - Barnesville | | | | | | 17 | 36 |
| Bulk Water - City of Concord | 6 | 2,283 | 6,000 | (3,717) | 38.05% | 1,301 | 6,817 |
| Bulk Water - Pike Co Water & Sewerage Authority | | 1,239 | 3,500 | (2,261) | 35.40% | 611 | 6,410 |
| Bulk Water - Hampton | 1,000 | 3,000 | 12,000 | (9,000) | 25.00% | 12,000 | 22,000 |
| Fees - Water Tap | | | | | | | 9,240 |
| Fees - Water Irrigation | 73,185 | 173,073 | 400,000 | (226,927) | 43.27% | 92,791 | 358,420 |
| Fees - Meter Install | | 2,830 | 25,500 | (22,670) | 11.10% | 6,080 | 37,940 |
| Fees - Commercial Broken Pipe | 765 | 2,293 | 11,500 | (9,207) | 19.94% | 1,727 | 8,988 |
| Sewer Flat - Industrial | 32,052 | 98,956 | 350,000 | (251,044) | 28.27% | 74,155 | 344,247 |
| Sewer Flat - Residential | 538,002 | 1,595,009 | 6,450,000 | (4,854,991) | 24.73% | 1,100,171 | 6,078,128 |
| Sewer Flat - Commercial | 326,115 | 924,379 | 2,850,000 | (1,925,621) | 32.43% | 663,423 | 3,189,714 |
| Sewer Tap Fee | 2,325 | 2,325 | 24,200 | (21,875) | 9.61% | 9,200 | 36,950 |
| Wastewater Capacity Recovery Fee | 63,000 | 109,600 | | 109,600 | | 728,236 | 1,092,861 |
| Water Capacity Recovery Fee | 28,800 | 45,000 | | 45,000 | | 32,300 | 80,025 |
| Stormwater - Residential Upper Tier | 40,648 | 121,145 | 489,316 | (368,171) | 24.76% | 86,118 | 477,433 |
| Stormwater - Residential Lower Tier | 19,621 | 57,816 | 243,662 | (185,846) | 23.73% | 40,751 | 222,245 |
| Stormwater - Commercial Fees | 196,353 | 587,580 | 2,426,823 | (1,839,243) | 24.21% | 449,422 | 2,315,435 |
| Sewer - Sun City | 154,963 | 461,927 | 1,600,000 | (1,138,073) | 28.87% | 285,221 | 1,767,556 |
| Sewer - Greyson Parc | 18,702 | 56,468 | 205,000 | (148,532) | 27.55% | 37,299 | 223,360 |
| Sewer - Teamon Pointe | 939 | 1,733 | | 1,733 | | | |
| Sewer - Spalding County | 309 | 899 | | 899 | | | 1,016 |
| Pass-Thru - Sewer | (165,302) | (325,709) | | (325,709) | | (155,819) | (1,734,947) |
| Fees - Electric Residential Service | 2,474,840 | 6,955,212 | 21,200,000 | (14,244,788) | 32.81% | 4,781,348 | 19,843,365 |
| Fees - Electric Commercial Service | 2,052,257 | 5,864,719 | 20,778,000 | (14,913,281) | 28.23% | 4,312,258 | 19,842,754 |
| Fees - Electric Industrial Service | 823,996 | 2,446,125 | 9,000,000 | (6,553,875) | 27.18% | 1,915,166 | 8,872,646 |
| Fees - Electric Fuel Adjustment | 932,984 | 2,648,676 | 8,800,000 | (6,151,324) | 30.10% | 1,903,204 | 8,384,171 |
| Fees - Electric Temporary Service | | 150 | 2,000 | (1,850) | 7.50% | 450 | 1,550 |
| Fees - Pole Rental Current Year | | 6,925 | 301,000 | (294,075) | 2.30% | | 280,988 |
| ECCR Adjustment | 176,035 | 499,750 | 1,610,988 | (1,111,238) | 31.02% | 359,108 | 1,581,934 |
| MEAG Pineview RECA Fees | (534) | (1,125) | | (1,125) | | | 1,278 |
| Telecom - Telephone Revenue | 3,403 | 10,135 | 44,304 | (34,169) | 22.88% | 5,615 | 38,356 |
| Telecom - Telephone Internal Customer Fees | 5,557 | 16,280 | 64,158 | (47,878) | 25.37% | 13,625 | 64,484 |
| Total utilities / enterprise charges and fees | 10,574,159 | 31,218,381 | 109,041,520 | (77,823,139) | 28.63% | 23,040,779 | 104,566,711 |
| Other / enterprise charges and fees | | | | | | | |
| Green Fees | 30,266 | 97,238 | 305,000 | (207,762) | 31.88% | 85,706 | 338,752 |
| Handicap Fees | 90 | 135 | 3,375 | (3,240) | 4.00% | 70 | 497 |
| Golf Cart Rentals | 31,101 | 104,413 | 395,000 | (290,587) | 26.43% | 132,421 | 412,089 |
| Merchandise Sales | 2,034 | 6,540 | 30,000 | (23,460) | 21.80% | 9,080 | 27,322 |
| Driving Range Fees | 3,210 | 8,280 | 38,000 | (29,720) | 21.79% | 11,972 | 40,481 |
| Membership Fees | 7,150 | 16,045 | 50,000 | (33,955) | 32.09% | 23,450 | 64,690 |
| Food & Beverage | 4,385 | 14,177 | 42,000 | (27,823) | 33.75% | 15,586 | 46,630 |
| Beer Sales | 1,349 | 4,631 | 20,000 | (15,369) | 23.16% | 6,585 | 20,896 |
| Pull Cart Rentals | 156 | 796 | 1,700 | (904) | 46.82% | 8 | 293 |
| Tournament Fees | 8,079 | 11,086 | 40,000 | (28,914) | 27.72% | 14,939 | 44,738 |
| Golf Balls | 3,131 | 11,865 | 35,000 | (23,135) | 33.90% | 13,589 | 42,139 |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Fuel Sales - AVGAS | 14,743 | 46,548 | 214,850 | (168,302) | 21.67% | 48,895 | 185,412 |
| Fuel Sales - Jet A | 56,072 | 129,546 | 296,720 | (167,174) | 43.66% | 65,473 | 346,185 |
| Airport Services - Tug Fees | 50 | 160 | | 160 | | 60 | 270 |
| Fiber Fees | 59,045 | 176,246 | 725,451 | (549,205) | 24.29% | 109,898 | 691,946 |
| Fiber Fees - Internal Customer Fees | 43,394 | 129,389 | 497,651 | (368,262) | 26.00% | 105,198 | 502,497 |
| Total other / enterprise charges and fees | 264,255 | 757,095 | 2,694,747 | (1,937,652) | 28.10% | 642,930 | 2,764,837 |
| Other fees | | | | | | | |
| General Fund-Customer Service -Charges for Serv- - | 64,337 | 191,503 | 766,850 | (575,347) | 24.97% | 137,841 | 762,933 |
| Fuel Flowage Fees | 1,440 | 6,410 | 40,400 | (33,990) | 15.87% | 14,000 | 40,480 |
| Landfill Capital Surcharge Fee | 6,387 | 23,127 | 72,000 | (48,873) | 32.12% | 17,892 | 76,522 |
| Landfill Closure Surcharge Fee | 6,343 | 23,083 | 72,000 | (48,917) | 32.06% | 17,892 | 76,519 |
| Container Fees | 4,380 | 13,320 | 49,000 | (35,680) | 27.18% | 11,340 | 45,840 |
| Pole Installation | | | 5,000 | (5,000) | | | 70,337 |
| After Hours Service Fee | 2,150 | 4,475 | 20,000 | (15,525) | 22.38% | 5,075 | 31,459 |
| Connection Fees | 19,625 | 63,150 | 225,000 | (161,850) | 28.07% | 63,540 | 235,490 |
| Surge Protection Fees | 368 | 1,103 | 5,000 | (3,897) | 22.06% | 852 | 4,575 |
| Reconnect Fees | 17,935 | 37,425 | 210,000 | (172,575) | 17.82% | 59,360 | 203,590 |
| Underground Trenching | 1,068 | 16,296 | 45,000 | (28,704) | 36.21% | 20,762 | 125,196 |
| UGA Contracted Services | 60,020 | 60,020 | | 60,020 | | | 4,741 |
| Credit Card Fees | 531 | 3,381 | 15,000 | (11,619) | 22.54% | 3,015 | 13,978 |
| Power Resoration Aid | | | 55,000 | (55,000) | | | |
| Overnight Fees | 50 | 150 | 200 | (50) | 75.00% | 50 | 240 |
| Total other fees | 184,634 | 443,443 | 1,580,450 | (1,137,007) | 28.06% | 351,619 | 1,691,900 |
| Culture and recreation | | | | | | | |
| Still Branch WTP Gate Receipts | | | 4,000 | (4,000) | | 544 | 544 |
| Total culture and recreation | | | 4,000 | (4,000) | | 544 | 544 |
| Other charges for services | | | | | | | |
| Cemetery Opening/Closing Fee | | | | | | | 2,745 |
| Site Sales | 9,250 | 29,100 | | 29,100 | | 23,600 | 139,525 |
| Cemetery Fees | 18,935 | 46,455 | 170,000 | (123,545) | 27.33% | 42,800 | 218,700 |
| Niche Engraving | | 150 | | 150 | | | 500 |
| Internment Fees | 2,100 | 5,550 | 24,000 | (18,450) | 23.13% | 6,000 | 25,200 |
| Monument Fees | 900 | 3,550 | 10,000 | (6,450) | 35.50% | 2,300 | 15,150 |
| Returned Check Fees | 2,975 | 9,660 | 32,500 | (22,840) | 29.72% | 10,670 | 34,330 |
| Delinquent Penalties | 167,014 | 440,284 | 1,675,000 | (1,234,716) | 26.29% | 427,359 | 1,574,762 |
| Total other charges for services | 201,174 | 534,749 | 1,911,500 | (1,376,751) | 27.98% | 512,729 | 2,010,912 |
| **TOTAL CHARGES FOR SERVICES** | **12,132,350** | **35,632,976** | **127,462,707** | **(91,829,731)** | **27.96%** | **27,135,176** | **121,231,734** |
| **FINES AND FORFEITURES** | | | | | | | |
| Court | | | | | | | |
| Police Revenue | 935 | 3,090 | 13,000 | (9,910) | 23.77% | 3,691 | 14,043 |
| Traffic Fines | 53,493 | 160,005 | 800,000 | (639,995) | 20.00% | 145,176 | 657,956 |
| Fine Surcharge - Technology - Court | 1,746 | 5,149 | 20,000 | (14,851) | 25.75% | 4,487 | 22,166 |
| School Zone Speed Safety Program | 275 | 2,000 | 28,125 | (26,125) | 7.11% | 3,575 | 44,372 |
| Total court revenues and fines | 56,449 | 170,244 | 861,125 | (690,881) | 19.77% | 156,929 | 738,537 |
| Bond confiscations | | | | | | | |
| Confiscations | | | | | | 1,500 | 11,635 |
| Total Bond Confiscations | | | | | | 1,500 | 11,635 |
| Confiscations | | | | | | | |
| Federal Confiscations | | | | | | 1,239 | 10,609 |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Total state and federal confiscations | | | | | | 1,239 | 10,609 |
| National Opioid Settlement Payments | | 28,240 | | 28,240 | | 28,213 | 36,699 |
| **TOTAL FINES AND FORFEITURES** | **56,449** | **198,484** | **861,125** | **(662,641)** | **23.05%** | **187,881** | **797,480** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Property Rental | 11,392 | 33,060 | 145,394 | (112,334) | 22.74% | 37,854 | 138,953 |
| Water Tower | 7,316 | 21,851 | 87,212 | (65,361) | 25.06% | 19,657 | 84,806 |
| Sale of Excess Capacity | | | 100,000 | (100,000) | | 13,765 | 21,888 |
| Third-party Sales | 93,323 | 303,200 | 585,500 | (282,300) | 51.78% | 254,326 | 888,884 |
| Equipment Rental Fees | 1,324 | 5,418 | 15,173 | (9,755) | 35.71% | 4,479 | 15,539 |
| MEAG Refunding Flexible Operating | | | | | | 13,766 | 21,889 |
| AMR from MEAG Trust | 900 | 2,700 | 10,800 | (8,100) | 25.00% | 2,700 | 10,800 |
| T-Hangar Rentals | 1,025 | 3,075 | 14,400 | (11,325) | 21.35% | 3,075 | 12,300 |
| Tie Down Rentals | 300 | 700 | 2,700 | (2,000) | 25.93% | 150 | 850 |
| Ground Leases | 13,740 | 42,661 | 169,704 | (127,043) | 25.14% | 42,661 | 166,323 |
| MEAG Year End Settlement | | | 800,000 | (800,000) | | 3,355,432 | 5,373,535 |
| Settlements from Insurance Claims | 5,469 | 6,662 | | 6,662 | | 12,523 | 101,529 |
| Settlements from Insurance Claims | 33,511 | 40,439 | | 40,439 | | 134,336 | 877,897 |
| Cash Over/Short | 34 | 47 | | 47 | | (4,489) | 448 |
| Misc Revenue | 120,710 | 323,064 | 42,400 | 280,664 | 761.94% | 476,827 | 2,003,711 |
| **TOTAL RENTS AND ROYALTIES** | **289,044** | **782,877** | **1,973,283** | **(1,190,406)** | **39.67%** | **4,367,062** | **9,719,352** |
| **TOTAL OPERATING REVENUE** | **13,313,791** | **38,942,065** | **148,486,680** | **(109,544,615)** | **26.23%** | **34,114,048** | **150,387,420** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 2,619,882 | 7,333,491 | 36,191,661 | 28,858,170 | 20.26% | 6,346,184 | 29,221,412 |
| Employee Benefits | 732,747 | 2,445,039 | 14,034,586 | 11,589,547 | 17.42% | 2,356,269 | 9,061,126 |
| Total Personal Services and Employee Benefits | 3,352,629 | 9,778,530 | 50,226,247 | 40,447,717 | 19.47% | 8,702,453 | 38,282,538 |
| Purchased or Contracted Services | 2,092,196 | 5,174,696 | 26,259,247 | 21,084,551 | 19.71% | 6,255,319 | 27,357,654 |
| Utilities: | | | | | | | |
| Water/Sewerage | 30,609 | 80,545 | 299,835 | 219,290 | 26.86% | 63,090 | 301,966 |
| Natural Gas | 2,714 | 6,958 | 60,836 | 53,878 | 11.44% | 7,873 | 58,001 |
| Electricity | 270,229 | 773,739 | 3,270,820 | 2,497,081 | 23.66% | 740,289 | 2,883,806 |
| Propane | 36 | 36 | 98,400 | 98,364 | 0.04% | | 43,750 |
| Gasoline | 150,878 | 313,851 | 2,276,793 | 1,962,942 | 13.78% | 216,266 | 1,293,521 |
| Stormwater | 70,366 | 211,609 | 849,639 | 638,030 | 24.91% | 205,528 | 827,525 |
| Customer Service Fee | 392 | 1,176 | 4,746 | 3,570 | 24.78% | 1,159 | 4,691 |
| Total Utilities | 525,224 | 1,387,914 | 6,861,069 | 5,473,155 | 20.23% | 1,234,205 | 5,413,260 |
| Supplies | 560,899 | 1,507,646 | 8,046,154 | 6,538,508 | 18.74% | 1,011,795 | 5,885,305 |
| Electricity for Resale | 4,018,473 | 11,617,852 | 42,700,038 | 31,082,186 | 27.21% | 11,418,004 | 42,010,582 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | 1,099,169 | 2,121,089 | 6,312,500 | 4,191,411 | 33.60% | 1,346,200 | 32,362,400 |
| Machinery and Equipment | 51,958 | 207,195 | 4,122,245 | 3,915,050 | 5.03% | 923,129 | 3,936,765 |
| Capital Outlay - Reclass to Balance Sheet | (864,896) | (1,873,171) | | 1,873,171 | | (929,852) | (27,186,683) |
| Total Capital Outlay | 286,231 | 455,113 | 10,434,745 | 9,979,632 | 4.36% | 1,339,477 | 9,112,482 |
| Depreciation Expense | 733,600 | 2,243,718 | 7,793,600 | 5,549,882 | 28.79% | 2,173,085 | 8,674,415 |
| Bad Debt | | | 219,000 | 219,000 | | 59,092 | 384,873 |
| Inter-Departmental Charges | 1,335,799 | 3,456,164 | 11,453,290 | 7,997,126 | 30.18% | 3,891,439 | 15,235,176 |
| Miscellaneous | 5,006 | 83,514 | 496,500 | 412,986 | 16.82% | 69,918 | 145,953 |
| **TOTAL OPERATING EXPENSE** | **12,910,057** | **35,705,147** | **164,489,890** | **128,784,743** | **21.71%** | **36,154,787** | **152,502,238** |

# INTERIM STATEMENTS by Fund

*All Funds: City-Wide*

*For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING INCOME (LOSS)** | **403,734** | **3,236,918** | **(16,003,210)** | **19,240,128** | **(20.23%)** | **(2,040,739)** | **(2,114,818)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Federal Government Grants | | | | | | | |
| Operating - Categorical | | | | | | | |
| Direct | | 3,769 | | 3,769 | | 7,864 | 25,674 |
| Indirect | | | | | | | 12,375 |
| Total Operating - Categorical | | 3,769 | | 3,769 | | 7,864 | 38,049 |
| Capital | | | | | | | |
| Direct | | | | | | | 36,500 |
| Indirect | 8,000 | 8,000 | | 8,000 | | 27,998 | 3,114,158 |
| Net Capital | 8,000 | 8,000 | | 8,000 | | 27,998 | 3,150,658 |
| Total Federal Government Grants | 8,000 | 11,769 | | 11,769 | | 35,862 | 3,188,707 |
| Federal Government Transfers (Non-Grant) | | | | | | | |
| America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds | 111,528 | 254,029 | | 254,029 | | 119,085 | 1,207,526 |
| State Government Grants | | | | | | | |
| Operating - Categorical | | | | | | | |
| Direct | | | | | | | |
| Miscellaneous State Grant | | | | | | | 41,985 |
| GA DOT Grant | | | 360,000 | (360,000) | | | 798,114 |
| Total Direct | | | 360,000 | 360,000 | | | 840,099 |
| Total Operating - Categorical | | | 360,000 | (360,000) | | | 840,099 |
| Capital | | | | | | | |
| Direct (CDBG Grant Proceeds) | 65,646 | 128,064 | | 128,064 | | 592,299 | 19,309,580 |
| Total Capital | 8,000 | 8,000 | | 8,000 | | 27,998 | 3,150,658 |
| Total State Government Grants | 65,646 | 128,064 | 360,000 | (231,936) | 35.57% | 592,299 | 20,149,679 |
| Local Government Unit Grants | | | | | | | |
| Spalding Co. Contribution | 15,512 | 15,512 | 568,389 | (552,877) | 2.73% | 15,512 | 227,035 |
| Board of Education - RESA | | | 220,095 | (220,095) | | 42,683 | 202,357 |
| Spalding County Contribution | 4,254 | 4,254 | 265,257 | (261,003) | 1.60% | | 182,947 |
| City of Griffin Contribution | | | | | | | (224,575) |
| Total Local Government Unit Grants | 19,766 | 19,766 | 1,053,741 | 1,033,975 | 1.88% | 58,195 | 387,764 |
| Transportation Special purpose local option sales and use taxes | 422,890 | 1,306,144 | 3,727,500 | (2,421,356) | 35.04% | 1,276,002 | 5,139,674 |
| Total Intergovernmental revenue | 627,830 | 1,719,772 | 5,141,241 | (3,421,469) | 33.45% | 2,081,443 | 30,073,350 |
| Intergovernmental - Exp | (12,033) | (32,620) | (532,056) | 499,436 | 6.13% | (130,526) | (604,694) |
| Total Intergovernmental - net | 615,797 | 1,687,152 | 4,609,185 | (2,922,033) | 36.60% | 1,950,917 | 29,468,656 |
| Interest Income | | | | | | | |
| Bank Account Interest | 227 | 681 | | 681 | | 681 | 2,722 |
| Bank Account Interest | 128,643 | 368,008 | 1,000,000 | (631,992) | 36.80% | 404,138 | 1,485,232 |
| Bank Account Interest | 262,022 | 849,368 | | 849,368 | | 161,482 | 1,586,156 |
| Dividends | 147,903 | 465,204 | | 465,204 | | 431,056 | 1,837,720 |
| P-Card Rebate Program | | 6,996 | | 6,996 | | 10,743 | 13,419 |
| Unrealized Gain/Loss on Investments | (955,625) | (1,061,546) | | (1,061,546) | | 460,481 | 559,060 |
| Total Interest/Investment Income | (416,830) | 628,711 | 1,000,000 | (371,289) | 62.87% | 1,468,581 | 5,484,309 |
| Principal | (20,750) | (62,059) | (9,326,860) | 9,264,801 | 0.67% | (215,032) | (471,297) |
| Interest Expense | (46,839) | (2,243,408) | (4,958,125) | 2,714,717 | 45.25% | (609,200) | (3,026,555) |

# INTERIM STATEMENTS by Fund

*All Funds: City-Wide*

*For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Total principal and interest expense | (67,589) | (2,305,467) | (14,284,985) | 11,979,518 | 16.14% | (824,232) | (3,497,852) |
| Contributions and donations | | | | | | | |
| Contributions & Donations | 1,100 | 27,600 | 26,600 | 1,000 | 103.76% | | 62,943 |
| Contributed Capital | | | | | | | 14,007 |
| GMA Safety Grant | | | | | | | 20,000 |
| Total contributions and donations | 1,100 | 27,600 | 26,600 | 1,000 | 103.76% | | 96,950 |
| Gain (loss) on sale of capital assets | | | | | | | |
| Gain / Loss on Sale of Assets | 97,602 | 104,252 | | 104,252 | | | 38,307 |
| GMA Lease Proceeds | | | 758,500 | (758,500) | | | 339,489 |
| Total gain (loss) on sale of capital assets | 97,602 | 104,252 | 758,500 | (654,248) | 13.74% | | 377,796 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **230,080** | **142,248** | **(7,890,700)** | **8,032,948** | **(1.80%)** | **2,595,266** | **31,929,859** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **633,814** | **3,379,166** | **(23,893,910)** | **27,273,076** | **(14.14%)** | **554,527** | **29,815,041** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | 1,075,065 | 3,273,197 | 19,023,586 | (15,750,389) | 17.21% | 3,765,658 | 16,290,738 |
| Transfers - out | (1,075,065) | (3,273,197) | (19,677,701) | 16,404,504 | 16.63% | (3,765,658) | (16,290,738) |
| **TOTAL TRANSFERS - NET** | | | **(654,115)** | **654,115** | | | |
| **CHANGE IN NET POSITION** | **$633,814** | **$3,379,166** | **($24,548,025)** | **$27,927,191** | **(13.77%)** | **$554,527** | **$29,815,041** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $14,698,552 | $44,695,595 | $174,436,607 | ($129,741,012) | 25.62% | $41,429,730 | $202,710,559 |
| Total Expenditures | 14,064,746 | 41,316,432 | 198,984,631 | 157,668,199 | 20.76% | 40,875,203 | 172,895,519 |
| Revenues less expenditures | 633,806 | 3,379,163 | (24,548,024) | (27,927,187) | (13.77%) | 554,527 | 29,815,040 |
| Difference | $8 | $3 | ($1) | ($4) | (300.00%) | | $1 |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **TAXES** | | | | | | | |
| Real property - current year | $18,655 | $50,310 | $6,281,735 | ($6,231,425) | 0.80% | $42,062 | $5,911,785 |
| Public utility | | | 20,480 | (20,480) | | | |
| Real property - prior year | 20,865 | 61,904 | 155,000 | (93,096) | 39.94% | 49,310 | 184,686 |
| Motor vehicle | 1,181 | 3,846 | 16,000 | (12,154) | 24.04% | 4,607 | 16,674 |
| Intangible | 3,855 | 7,530 | 44,000 | (36,470) | 17.11% | 2,836 | 48,190 |
| Railroad equipment | | | 7,000 | (7,000) | | | 7,270 |
| Real estate transfer (intangible) | 4,610 | 5,844 | 20,000 | (14,156) | 29.22% | 1,810 | 27,834 |
| Total Taxes | 49,166 | 129,434 | 6,544,215 | 6,414,781 | 1.98% | 100,625 | 6,196,439 |
| Motor vehicle title ad valorem tax fee | 60,132 | 194,689 | 675,000 | (480,311) | 28.84% | 175,910 | 700,578 |
| Franchise taxes: | | | | | | | |
| Electric | | | 60,000 | (60,000) | | | 53,586 |
| Gas | 54,998 | 54,998 | 212,000 | (157,002) | 25.94% | | 217,977 |
| Television cable | | 31,637 | 125,000 | (93,363) | 25.31% | | 127,906 |
| Telephone | 340 | 3,722 | 13,000 | (9,278) | 28.63% | 78 | 18,591 |
| Payment In Lieu of Tax GHA | | | 13,750 | (13,750) | | 3,506 | 29,371 |
| Video | | | 10,000 | (10,000) | | | 9,788 |
| Total Franchise taxes | 55,338 | 90,357 | 433,750 | (343,393) | 20.83% | 3,584 | 457,219 |
| Total Taxes and Franchise taxes | 164,636 | 414,480 | 7,652,965 | 7,238,485 | 5.42% | 280,119 | 7,354,236 |
| Local option sales and use taxes | 527,903 | 1,560,708 | 5,800,000 | (4,239,292) | 26.91% | 1,523,100 | 6,067,598 |
| Hotel/Motel | 23,330 | 61,302 | 226,000 | (164,698) | 27.12% | 58,239 | 220,076 |
| Alcoholic beverage excise | 45,971 | 92,832 | 602,000 | (509,168) | 15.42% | 94,784 | 578,473 |
| Other | | | | | | (4,525) | (4,525) |
| Total selective sales and use taxes | 69,301 | 154,134 | 828,000 | (673,866) | 18.62% | 148,498 | 794,024 |
| Business taxes: | | | | | | | |
| Business and occupation taxes | 2,045 | 8,010 | 465,000 | (456,990) | 1.72% | 6,475 | 461,087 |
| Insurance premium taxes | | | 2,500,000 | (2,500,000) | | | 2,554,486 |
| Financial institutions taxes | | | 135,000 | (135,000) | | | 141,054 |
| Total business taxes | 2,045 | 8,010 | 3,100,000 | (3,091,990) | 0.26% | 6,475 | 3,156,627 |
| Penalties and interest on deliquent taxes | | | | | | | |
| Real | 8,045 | 24,455 | 50,000 | (25,545) | 48.91% | 22,487 | 83,751 |
| Business | 40 | 40 | 1,250 | (1,210) | 3.20% | 60 | 2,061 |
| Total penalties and interest on deliquent taxes | 8,085 | 24,495 | 51,250 | (26,755) | 47.80% | 22,547 | 85,812 |
| **TOTAL TAXES** | **771,970** | **2,161,827** | **17,432,215** | **(15,270,388)** | **12.40%** | **1,980,739** | **17,458,297** |
| **LICENSE AND PERMITS** | | | | | | | |
| Business licenses: | | | | | | | |
| Alcoholic beverages: | | | | | | | |
| Alcoholic Beverage License | 20,300 | 20,300 | 245,000 | (224,700) | 8.29% | 13,800 | 247,050 |
| Total alcoholic beverage licenses | 20,300 | 20,300 | 245,000 | (224,700) | 8.29% | 13,800 | 247,050 |
| General business licenses: | | | | | | | |
| Insurance | | 75 | 32,000 | (31,925) | 0.23% | 300 | 28,388 |
| Mobile food vendor permits | | 25 | 250 | (225) | 10.00% | 25 | 100 |
| Media production fees | 1,000 | 2,550 | | 2,550 | | 300 | 2,600 |
| Total general business licenses | 1,000 | 2,650 | 32,250 | (29,600) | 8.22% | 625 | 31,088 |
| Total Business licenses | 21,300 | 22,950 | 277,250 | (254,300) | 8.28% | 14,425 | 278,138 |
| Non-business licenses and permits: | | | | | | | |
| Building and signs: | | | | | | | |
| Zoning and land use permits | 700 | 4,800 | 7,000 | (2,200) | 68.57% | 1,900 | 10,800 |
| House moving permit | | | | | | 50 | 50 |
| Sign permits | 1,000 | 2,790 | 10,000 | (7,210) | 27.90% | 2,765 | 14,500 |
| Other permits | | | 2,000 | (2,000) | | | |
| Catering | 300 | 500 | 2,600 | (2,100) | 19.23% | 300 | 2,350 |
| Total building and sign permits | 2,000 | 8,090 | 21,600 | (13,510) | 37.45% | 5,015 | 27,700 |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Regulatory fees (permits): | | | | | | | |
| Building structures and equipment permits: | | | | | | | |
| Protective | 5,700 | 19,550 | 50,000 | (30,450) | 39.10% | 18,950 | 57,750 |
| Building | 31,920 | 95,353 | 350,000 | (254,647) | 27.24% | 386,691 | 748,177 |
| Plumbing | 300 | 8,800 | 8,000 | 800 | 110.00% | 1,963 | 7,188 |
| Electrical | 1,875 | 8,975 | 42,000 | (33,025) | 21.37% | 13,950 | 46,775 |
| Gas | 750 | 750 | 500 | 250 | 150.00% | 100 | 550 |
| Mechanical | 100 | 1,400 | 3,000 | (1,600) | 46.67% | 1,500 | 4,450 |
| Total building structures and equipment permits | 40,645 | 134,828 | 453,500 | 318,672 | 29.73% | 423,154 | 864,890 |
| Total non-business licenses and permits | 42,645 | 142,918 | 475,100 | (332,182) | 30.08% | 428,169 | 892,590 |
| Penalties and interest on deliquent licenses and permits | | | | | | | |
| Alcoholic license | | | 5,000 | (5,000) | | | 8,750 |
| Interest on business licenses | 33 | 33 | | 33 | | 146 | 629 |
| Total penalties and interest on deliquent licenses and permits | 33 | 33 | 5,000 | (4,967) | 0.66% | 146 | 9,379 |
| **TOTAL LICENSES AND PERMITS** | **63,978** | **165,901** | **757,350** | **(591,449)** | **21.91%** | **442,740** | **1,180,107** |
| **CHARGES FOR SERVICES** | | | | | | | |
| General government: | | | | | | | |
| Fees - plan reviews | 1,250 | 2,875 | 4,000 | (1,125) | 71.88% | 2,600 | 4,325 |
| Fees - demolition recovery | 258 | 14,829 | | 14,829 | | 1,751 | 32,986 |
| Fees - zoning applications | 500 | 1,600 | 4,500 | (2,900) | 35.56% | 1,950 | 7,100 |
| Information technology fees | 300 | 900 | | 900 | | 900 | 3,600 |
| Indirect cost allocation | 747,229 | 2,241,688 | 9,021,710 | (6,780,022) | 24.85% | 2,155,152 | 8,620,606 |
| GIS cost allocation | 40,008 | 120,024 | 480,095 | (360,071) | 25.00% | 118,780 | 475,121 |
| Publication Sales | | | | | | 80 | 240 |
| Business occupation tax admin fee | 800 | 2,700 | 78,400 | (75,700) | 3.44% | 2,850 | 78,900 |
| Total general government | 790,345 | 2,384,616 | 9,588,705 | 7,204,089 | 24.87% | 2,284,063 | 9,222,878 |
| Public safety - fire inspections | 200 | 1,004 | 8,500 | (7,496) | 11.81% | 2,045 | 11,451 |
| Public safety - prisoner housing fees | 5,704 | 16,066 | 63,000 | (46,934) | 25.50% | 14,321 | 65,444 |
| Utilities / enterprise charges and fees | | | | | | | |
| Sale of Recycled Materials | | | | | | | 1,997 |
| Total utilities / enterprise charges and fees | | | | | | | 1,997 |
| Other fees | | | | | | | |
| Credit Card Fees | 531 | 3,381 | 15,000 | (11,619) | 22.54% | 3,015 | 13,978 |
| Total other fees | 531 | 3,381 | 15,000 | (11,619) | 22.54% | 3,015 | 13,978 |
| Other charges for services | | | | | | | |
| Cemetery Opening/Closing Fee | | | | | | | 2,745 |
| Site Sales | 9,250 | 29,100 | | 29,100 | | 23,600 | 139,525 |
| Cemetery Fees | 18,935 | 46,455 | 170,000 | (123,545) | 27.33% | 42,800 | 218,700 |
| Niche Engraving | | 150 | | 150 | | | 500 |
| Internment Fees | 2,100 | 5,550 | 24,000 | (18,450) | 23.13% | 6,000 | 25,200 |
| Monument Fees | 900 | 3,550 | 10,000 | (6,450) | 35.50% | 2,300 | 15,150 |
| Returned Check Fees | 70 | 70 | | 70 | | 35 | 175 |
| Total other charges for services | 31,255 | 84,875 | 204,000 | (119,125) | 41.61% | 74,735 | 401,995 |
| **TOTAL CHARGES FOR SERVICES** | **828,035** | **2,489,942** | **9,879,205** | **(7,389,263)** | **25.20%** | **2,378,179** | **9,717,743** |
| **FINES AND FORFEITURES** | | | | | | | |
| Court | | | | | | | |

# INTERIM STATEMENTS by Fund

## *Governmental Funds*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Police Revenue | 935 | 3,090 | 13,000 | (9,910) | 23.77% | 3,691 | 14,043 |
| Traffic Fines | 53,493 | 160,005 | 800,000 | (639,995) | 20.00% | 145,176 | 657,956 |
| Fine Surcharge - Technology - Court | 1,746 | 5,149 | 20,000 | (14,851) | 25.75% | 4,487 | 22,166 |
| School Zone Speed Safety Program | 275 | 2,000 | 28,125 | (26,125) | 7.11% | 3,575 | 44,372 |
| Total court revenues and fines | 56,449 | 170,244 | 861,125 | (690,881) | 19.77% | 156,929 | 738,537 |
| Bond confiscations | | | | | | | |
| Confiscations | | | | | | 1,500 | 11,635 |
| Total Bond Confiscations | | | | | | 1,500 | 11,635 |
| Confiscations | | | | | | | |
| Federal Confiscations | | | | | | 1,239 | 10,609 |
| Total state and federal confiscations | | | | | | 1,239 | 10,609 |
| National Opioid Settlement Payments | | 28,240 | | 28,240 | | 28,213 | 36,699 |
| **TOTAL FINES AND FORFEITURES** | **56,449** | **198,484** | **861,125** | **(662,641)** | **23.05%** | **187,881** | **797,480** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Property Rental | 11,192 | 32,460 | 142,994 | (110,534) | 22.70% | 37,254 | 136,553 |
| Third-party Sales | | 75 | | 75 | | 60 | 285 |
| Ground Leases | 1,694 | 5,082 | 20,328 | (15,246) | 25.00% | 5,082 | 20,328 |
| Settlements from Insurance Claims | | 517 | | 517 | | | |
| Settlements from Insurance Claims | 21,474 | 21,474 | | 21,474 | | 36,079 | 80,401 |
| Misc Revenue | 68,346 | 182,287 | | 182,287 | | 266,704 | 1,147,439 |
| **TOTAL RENTS AND ROYALTIES** | **102,706** | **241,895** | **163,322** | **78,573** | **148.11%** | **345,179** | **1,385,006** |
| **TOTAL OPERATING REVENUE** | **1,823,138** | **5,258,049** | **29,093,217** | **(23,835,168)** | **18.07%** | **5,334,718** | **30,538,633** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 1,516,874 | 4,260,706 | 20,682,268 | 16,421,562 | 20.60% | 3,695,737 | 17,174,647 |
| Employee Benefits | 423,001 | 1,424,455 | 8,089,138 | 6,664,683 | 17.61% | 1,374,037 | 5,329,711 |
| Allocated Payroll Costs | (30,888) | (92,663) | (370,652) | (277,989) | 25.00% | (80,678) | (322,713) |
| Total Personal Services and Employee Benefits | 1,908,987 | 5,592,498 | 28,400,754 | 22,808,256 | 19.69% | 4,989,096 | 22,181,645 |
| Purchased or Contracted Services | 1,226,581 | 2,348,180 | 9,519,877 | 7,171,697 | 24.67% | 3,559,085 | 14,666,323 |
| Utilities: | | | | | | | |
| Water/Sewerage | 5,583 | 16,105 | 79,510 | 63,405 | 20.26% | 18,654 | 60,898 |
| Natural Gas | 1,379 | 3,860 | 27,800 | 23,940 | 13.88% | 4,985 | 30,077 |
| Electricity | 56,424 | 164,407 | 645,470 | 481,063 | 25.47% | 151,228 | 581,010 |
| Propane | 36 | 36 | 5,500 | 5,464 | 0.65% | | 1,738 |
| Gasoline | 53,991 | 106,580 | 803,629 | 697,049 | 13.26% | 75,358 | 449,980 |
| Stormwater | 64,293 | 193,387 | 775,998 | 582,611 | 24.92% | 187,890 | 756,256 |
| Customer Service Fee | 161 | 483 | 2,016 | 1,533 | 23.96% | 480 | 1,922 |
| Total Utilities | 181,867 | 484,858 | 2,339,923 | 1,855,065 | 20.72% | 438,595 | 1,881,881 |
| Supplies | 106,975 | 448,320 | 2,360,113 | 1,911,793 | 19.00% | 225,696 | 1,655,168 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | 236,528 | 397,360 | 3,727,500 | 3,330,140 | 10.66% | 461,041 | 7,209,448 |
| Machinery and Equipment | 49,703 | 57,753 | 1,725,652 | 1,667,899 | 3.35% | 878,436 | 1,903,034 |
| Total Capital Outlay | 286,231 | 455,113 | 5,453,152 | 4,998,039 | 8.35% | 1,339,477 | 9,112,482 |
| Inter-Departmental Charges | 712,059 | 1,828,948 | 5,216,015 | 3,387,067 | 35.06% | 2,024,949 | 8,097,337 |
| Miscellaneous | | 60,559 | 216,500 | 155,941 | 27.97% | 59,918 | 96,157 |
| **TOTAL OPERATING EXPENSE** | **4,422,700** | **11,218,476** | **53,506,334** | **42,287,858** | **20.97%** | **12,636,816** | **57,690,993** |
| **OPERATING INCOME (LOSS)** | **(2,599,562)** | **(5,960,427)** | **(24,413,117)** | **18,452,690** | **24.41%** | **(7,302,098)** | **(27,152,360)** |

# INTERIM STATEMENTS by Fund
## *Governmental Funds*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | Amended Budget | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Federal Government Grants | | | | | | | |
| Operating - Categorical | | | | | | | |
| Direct | | 3,769 | | 3,769 | | 7,864 | 25,674 |
| Indirect | | | | | | | 12,375 |
| Total Operating - Categorical | | 3,769 | | 3,769 | | 7,864 | 38,049 |
| Capital | | | | | | | |
| Indirect | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Net Capital | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Total Federal Government Grants | 8,000 | 11,769 | | 11,769 | | 7,864 | 59,451 |
| Federal Government Transfers (Non-Grant) | | | | | | | |
| America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds | 111,528 | 254,029 | | 254,029 | | 119,085 | 1,207,526 |
| State Government Grants | | | | | | | |
| Operating - Categorical | | | | | | | |
| Direct | | | | | | | |
| Miscellaneous State Grant | | | | | | | 40,000 |
| GA DOT Grant | | | 360,000 | (360,000) | | | 798,114 |
| Total Direct | | | 360,000 | 360,000 | | | 838,114 |
| Total Operating - Categorical | | | 360,000 | (360,000) | | | 838,114 |
| Capital | | | | | | | |
| Direct (CDBG Grant Proceeds) | | | | | | 280,216 | 689,681 |
| Total Capital | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Total State Government Grants | | | 360,000 | (360,000) | | 280,216 | 1,527,795 |
| Local Government Unit Grants | | | | | | | |
| Board of Education - RESA | | | 220,095 | (220,095) | | 42,683 | 202,357 |
| Spalding County Contribution | 4,254 | 4,254 | 265,257 | (261,003) | 1.60% | | 182,947 |
| Total Local Government Unit Grants | 4,254 | 4,254 | 485,352 | 481,098 | 0.88% | 42,683 | 385,304 |
| Transportation Special purpose local option sales and use taxes | 422,890 | 1,306,144 | 3,727,500 | (2,421,356) | 35.04% | 1,276,002 | 5,139,674 |
| Total Intergovernmental revenue | 546,672 | 1,576,196 | 4,572,852 | (2,996,656) | 34.47% | 1,725,850 | 8,319,750 |
| Intergovernmental - Exp | (12,033) | (32,620) | (427,056) | 394,436 | 7.64% | (30,526) | (448,502) |
| Total Intergovernmental - net | 534,639 | 1,543,576 | 4,145,796 | (2,602,220) | 37.23% | 1,695,324 | 7,871,248 |
| Interest Income | | | | | | | |
| Bank Account Interest | 127,363 | 364,572 | 1,000,000 | (635,428) | 36.46% | 400,035 | 1,470,736 |
| Bank Account Interest | 11,116 | 20,859 | | 20,859 | | 21,446 | 43,548 |
| Dividends | 7,475 | 27,090 | | 27,090 | | 35,603 | 225,185 |
| P-Card Rebate Program | | 6,996 | | 6,996 | | | |
| Unrealized Gain/Loss on Investments | (183,302) | (2,651) | | (2,651) | | 212,447 | 475,515 |
| Total Interest/Investment Income | (37,348) | 416,866 | 1,000,000 | (583,134) | 41.69% | 669,531 | 2,214,984 |
| Principal | (20,750) | (62,059) | (604,200) | 542,141 | 10.27% | (215,032) | (471,297) |
| Interest Expense | (2,007) | (108,988) | (298,745) | 189,757 | 36.48% | (115,013) | (266,982) |
| Total principal and interest expense | (22,757) | (171,047) | (902,945) | 731,898 | 18.94% | (330,045) | (738,279) |
| Contributions and donations | | | | | | | |
| Contributions & Donations | | 14,000 | | 14,000 | | | 5,665 |
| Contributed Capital | | | | | | | 14,007 |

# INTERIM STATEMENTS by Fund
## *Governmental Funds*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| GMA Safety Grant | | | | | | | 20,000 |
| Total contributions and donations | | 14,000 | | 14,000 | | | 39,672 |
| Gain (loss) on sale of capital assets | | | | | | | |
| Gain / Loss on Sale of Assets | 97,602 | 104,252 | | 104,252 | | | 38,307 |
| Total gain (loss) on sale of capital assets | 97,602 | 104,252 | | 104,252 | | | 38,307 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **572,136** | **1,907,647** | **4,242,851** | **(2,335,204)** | **44.96%** | **2,034,810** | **9,425,932** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(2,027,426)** | **(4,052,780)** | **(20,170,266)** | **16,117,486** | **20.09%** | **(5,267,288)** | **(17,726,428)** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | 949,631 | 3,091,783 | 14,484,152 | (11,392,369) | 21.35% | 3,401,510 | 14,076,742 |
| Transfers - out | (138,557) | (463,672) | (5,373,484) | 4,909,812 | 8.63% | (643,182) | (3,540,687) |
| **TOTAL TRANSFERS - NET** | **811,074** | **2,628,111** | **9,110,668** | **(6,482,557)** | **28.85%** | **2,758,328** | **10,536,055** |
| **CHANGE IN NET POSITION** | **($1,216,352)** | **($1,424,669)** | **($11,059,598)** | **$9,634,929** | **12.88%** | **($2,508,960)** | **($7,190,373)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $3,379,692 | $10,461,146 | $49,150,220 | ($38,689,074) | 21.28% | $11,131,610 | $55,228,087 |
| Total Expenditures | 4,596,046 | 11,885,815 | 60,209,818 | 48,324,003 | 19.74% | 13,640,570 | 62,418,462 |
| Revenues less expenditures | (1,216,354) | (1,424,669) | (11,059,598) | (9,634,929) | 12.88% | (2,508,960) | (7,190,375) |
| Difference | $2 | | | | 0.00% | | $2 |

# INTERIM STATEMENTS by Fund

## *101-General Fund*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | Amended Budget | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **TAXES** | | | | | | | |
| Real property - current year | | | $5,349,735 | ($5,349,735) | | | $4,829,736 |
| Public utility | | | 20,480 | (20,480) | | | |
| Real property - prior year | 20,865 | 61,904 | 155,000 | (93,096) | 39.94% | 49,310 | 184,686 |
| Motor vehicle | 1,181 | 3,846 | 16,000 | (12,154) | 24.04% | 4,607 | 16,674 |
| Intangible | 3,855 | 7,530 | 44,000 | (36,470) | 17.11% | 2,836 | 48,190 |
| Railroad equipment | | | 7,000 | (7,000) | | | 7,270 |
| Real estate transfer (intangible) | 4,610 | 5,844 | 20,000 | (14,156) | 29.22% | 1,810 | 27,834 |
| Total Taxes | 30,511 | 79,124 | 5,612,215 | 5,533,091 | 1.41% | 58,563 | 5,114,390 |
| Motor vehicle title ad valorem tax fee | 60,132 | 194,689 | 675,000 | (480,311) | 28.84% | 175,910 | 700,578 |
| Franchise taxes: | | | | | | | |
| Electric | | | 60,000 | (60,000) | | | 53,586 |
| Gas | 54,998 | 54,998 | 212,000 | (157,002) | 25.94% | | 217,977 |
| Television cable | | 31,637 | 125,000 | (93,363) | 25.31% | | 127,906 |
| Telephone | 340 | 3,722 | 13,000 | (9,278) | 28.63% | 78 | 18,591 |
| Payment In Lieu of Tax GHA | | | 13,750 | (13,750) | | 3,506 | 29,371 |
| Video | | | 10,000 | (10,000) | | | 9,788 |
| Total Franchise taxes | 55,338 | 90,357 | 433,750 | (343,393) | 20.83% | 3,584 | 457,219 |
| Total Taxes and Franchise taxes | 145,981 | 364,170 | 6,720,965 | 6,356,795 | 5.42% | 238,057 | 6,272,187 |
| Local option sales and use taxes | 527,903 | 1,560,708 | 5,800,000 | (4,239,292) | 26.91% | 1,523,100 | 6,067,598 |
| Alcoholic beverage excise | 45,971 | 92,832 | 602,000 | (509,168) | 15.42% | 94,784 | 578,473 |
| Other | | | | | | (4,525) | (4,525) |
| Total selective sales and use taxes | 45,971 | 92,832 | 602,000 | (509,168) | 15.42% | 90,259 | 573,948 |
| Business taxes: | | | | | | | |
| Business and occupation taxes | 2,045 | 8,010 | 465,000 | (456,990) | 1.72% | 6,475 | 461,087 |
| Insurance premium taxes | | | 2,500,000 | (2,500,000) | | | 2,554,486 |
| Financial institutions taxes | | | 135,000 | (135,000) | | | 141,054 |
| Total business taxes | 2,045 | 8,010 | 3,100,000 | (3,091,990) | 0.26% | 6,475 | 3,156,627 |
| Penalties and interest on deliquent taxes | | | | | | | |
| Real | 8,045 | 24,455 | 50,000 | (25,545) | 48.91% | 22,487 | 83,751 |
| Business | 40 | 40 | 1,250 | (1,210) | 3.20% | 60 | 2,061 |
| Total penalties and interest on deliquent taxes | 8,085 | 24,495 | 51,250 | (26,755) | 47.80% | 22,547 | 85,812 |
| **TOTAL TAXES** | **729,985** | **2,050,215** | **16,274,215** | **(14,224,000)** | **12.60%** | **1,880,438** | **16,156,172** |
| **LICENSE AND PERMITS** | | | | | | | |
| Business licenses: | | | | | | | |
| Alcoholic beverages: | | | | | | | |
| Alcoholic Beverage License | 20,300 | 20,300 | 245,000 | (224,700) | 8.29% | 13,800 | 247,050 |
| Total alcoholic beverage licenses | 20,300 | 20,300 | 245,000 | (224,700) | 8.29% | 13,800 | 247,050 |
| General business licenses: | | | | | | | |
| Insurance | | 75 | 32,000 | (31,925) | 0.23% | 300 | 28,388 |
| Mobile food vendor permits | | 25 | 250 | (225) | 10.00% | 25 | 100 |
| Media production fees | 1,000 | 2,550 | | 2,550 | | 300 | 2,600 |
| Total general business licenses | 1,000 | 2,650 | 32,250 | (29,600) | 8.22% | 625 | 31,088 |
| Total Business licenses | 21,300 | 22,950 | 277,250 | (254,300) | 8.28% | 14,425 | 278,138 |
| Non-business licenses and permits: | | | | | | | |
| Building and signs: | | | | | | | |
| Zoning and land use permits | 700 | 4,800 | 7,000 | (2,200) | 68.57% | 1,900 | 10,800 |
| House moving permit | | | | | | 50 | 50 |
| Sign permits | 1,000 | 2,790 | 10,000 | (7,210) | 27.90% | 2,765 | 14,500 |
| Other permits | | | 2,000 | (2,000) | | | |
| Catering | 300 | 500 | 2,600 | (2,100) | 19.23% | 300 | 2,350 |
| Total building and sign permits | 2,000 | 8,090 | 21,600 | (13,510) | 37.45% | 5,015 | 27,700 |
| Regulatory fees (permits): | | | | | | | |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Building structures and equipment permits: | | | | | | | |
| Protective | 5,700 | 19,550 | 50,000 | (30,450) | 39.10% | 18,950 | 57,750 |
| Building | 31,920 | 95,353 | 350,000 | (254,647) | 27.24% | 386,691 | 748,177 |
| Plumbing | 300 | 8,800 | 8,000 | 800 | 110.00% | 1,963 | 7,188 |
| Electrical | 1,875 | 8,975 | 42,000 | (33,025) | 21.37% | 13,950 | 46,775 |
| Gas | 750 | 750 | 500 | 250 | 150.00% | 100 | 550 |
| Mechanical | 100 | 1,400 | 3,000 | (1,600) | 46.67% | 1,500 | 4,450 |
| Total building structures and equipment permits | 40,645 | 134,828 | 453,500 | 318,672 | 29.73% | 423,154 | 864,890 |
| Total non-business licenses and permits | 42,645 | 142,918 | 475,100 | (332,182) | 30.08% | 428,169 | 892,590 |
| Penalties and interest on deliquent licenses and permits | | | | | | | |
| Alcoholic license | | | 5,000 | (5,000) | | | 8,750 |
| Interest on business licenses | 33 | 33 | | 33 | | 146 | 629 |
| Total penalties and interest on deliquent licenses and permits | 33 | 33 | 5,000 | (4,967) | 0.66% | 146 | 9,379 |
| **TOTAL LICENSES AND PERMITS** | **63,978** | **165,901** | **757,350** | **(591,449)** | **21.91%** | **442,740** | **1,180,107** |
| **CHARGES FOR SERVICES** | | | | | | | |
| General government: | | | | | | | |
| Fees - plan reviews | 1,250 | 2,875 | 4,000 | (1,125) | 71.88% | 2,600 | 4,325 |
| Fees - zoning applications | 500 | 1,600 | 4,500 | (2,900) | 35.56% | 1,950 | 7,100 |
| Information technology fees | 300 | 900 | | 900 | | 900 | 3,600 |
| Indirect cost allocation | 747,229 | 2,241,688 | 9,021,710 | (6,780,022) | 24.85% | 2,155,152 | 8,620,606 |
| GIS cost allocation | 40,008 | 120,024 | 480,095 | (360,071) | 25.00% | 118,780 | 475,121 |
| Publication Sales | | | | | | 80 | 240 |
| Business occupation tax admin fee | 800 | 2,700 | 78,400 | (75,700) | 3.44% | 2,850 | 78,900 |
| Total general government | 790,087 | 2,369,787 | 9,588,705 | 7,218,918 | 24.71% | 2,282,312 | 9,189,892 |
| Public safety - fire inspections | 200 | 1,004 | 8,500 | (7,496) | 11.81% | 2,045 | 11,451 |
| Public safety - prisoner housing fees | 5,704 | 16,066 | 63,000 | (46,934) | 25.50% | 14,321 | 65,444 |
| Utilities / enterprise charges and fees | | | | | | | |
| Sale of Recycled Materials | | | | | | | 1,997 |
| Total utilities / enterprise charges and fees | | | | | | | 1,997 |
| Other fees | | | | | | | |
| Credit Card Fees | 531 | 3,381 | 15,000 | (11,619) | 22.54% | 3,015 | 13,978 |
| Total other fees | 531 | 3,381 | 15,000 | (11,619) | 22.54% | 3,015 | 13,978 |
| Other charges for services | | | | | | | |
| Site Sales | 9,250 | 29,100 | | 29,100 | | | |
| Cemetery Fees | 18,935 | 46,455 | 170,000 | (123,545) | 27.33% | 42,800 | 218,700 |
| Niche Engraving | | 150 | | 150 | | | |
| Internment Fees | 2,100 | 5,550 | 24,000 | (18,450) | 23.13% | 6,000 | 25,200 |
| Monument Fees | 900 | 3,550 | 10,000 | (6,450) | 35.50% | 2,300 | 15,150 |
| Returned Check Fees | 70 | 70 | | 70 | | 35 | 175 |
| Total other charges for services | 31,255 | 84,875 | 204,000 | (119,125) | 41.61% | 51,135 | 259,225 |
| **TOTAL CHARGES FOR SERVICES** | **827,777** | **2,475,113** | **9,879,205** | **(7,404,092)** | **25.05%** | **2,352,828** | **9,541,987** |
| **FINES AND FORFEITURES** | | | | | | | |
| Court | | | | | | | |
| Police Revenue | 935 | 3,090 | 13,000 | (9,910) | 23.77% | 3,691 | 14,043 |
| Traffic Fines | 53,493 | 160,005 | 800,000 | (639,995) | 20.00% | 145,176 | 657,956 |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| School Zone Speed Safety Program | 275 | 2,000 | 28,125 | (26,125) | 7.11% | 3,575 | 44,372 |
| Total court revenues and fines | 54,703 | 165,095 | 841,125 | (676,030) | 19.63% | 152,442 | 716,371 |
| **TOTAL FINES AND FORFEITURES** | **54,703** | **165,095** | **841,125** | **(676,030)** | **19.63%** | **152,442** | **716,371** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Property Rental | 11,192 | 32,460 | 142,994 | (110,534) | 22.70% | 37,254 | 136,553 |
| Third-party Sales | | 75 | | 75 | | | |
| Ground Leases | 1,694 | 5,082 | 20,328 | (15,246) | 25.00% | 5,082 | 20,328 |
| Settlements from Insurance Claims | | 517 | | 517 | | | |
| Settlements from Insurance Claims | 21,474 | 21,474 | | 21,474 | | 36,079 | 80,401 |
| Misc Revenue | 65,419 | 179,360 | | 179,360 | | 266,704 | 1,147,439 |
| **TOTAL RENTS AND ROYALTIES** | **99,779** | **238,968** | **163,322** | **75,646** | **146.32%** | **345,119** | **1,384,721** |
| **TOTAL OPERATING REVENUE** | **1,776,222** | **5,095,292** | **27,915,217** | **(22,819,925)** | **18.25%** | **5,173,567** | **28,979,358** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 1,516,874 | 4,260,706 | 20,682,268 | 16,421,562 | 20.60% | 3,695,737 | 17,174,647 |
| Employee Benefits | 423,001 | 1,424,455 | 8,089,138 | 6,664,683 | 17.61% | 1,374,037 | 5,329,711 |
| Allocated Payroll Costs | (30,888) | (92,663) | (370,652) | (277,989) | 25.00% | (80,678) | (322,713) |
| Total Personal Services and Employee Benefits | 1,908,987 | 5,592,498 | 28,400,754 | 22,808,256 | 19.69% | 4,989,096 | 22,181,645 |
| Purchased or Contracted Services | 1,223,499 | 2,331,171 | 9,146,787 | 6,815,616 | 25.49% | 2,187,289 | 7,199,870 |
| Utilities: | | | | | | | |
| Water/Sewerage | 5,583 | 16,105 | 79,510 | 63,405 | 20.26% | 18,654 | 60,898 |
| Natural Gas | 1,379 | 3,860 | 27,800 | 23,940 | 13.88% | 4,985 | 30,077 |
| Electricity | 56,424 | 164,407 | 645,470 | 481,063 | 25.47% | 151,228 | 581,010 |
| Propane | 36 | 36 | 5,500 | 5,464 | 0.65% | | 1,738 |
| Gasoline | 53,991 | 106,580 | 803,629 | 697,049 | 13.26% | 75,358 | 449,980 |
| Stormwater | 64,293 | 193,387 | 775,998 | 582,611 | 24.92% | 187,890 | 756,256 |
| Customer Service Fee | 161 | 483 | 2,016 | 1,533 | 23.96% | 480 | 1,922 |
| Total Utilities | 181,867 | 484,858 | 2,339,923 | 1,855,065 | 20.72% | 438,595 | 1,881,881 |
| Supplies | 103,985 | 445,142 | 2,359,113 | 1,913,971 | 18.87% | 225,696 | 1,619,617 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | | 5,200 | | (5,200) | | | 365,879 |
| Machinery and Equipment | 49,703 | 57,753 | 1,725,652 | 1,667,899 | 3.35% | 878,436 | 1,705,299 |
| Total Capital Outlay | 49,703 | 62,953 | 1,725,652 | 1,662,699 | 3.65% | 878,436 | 2,071,178 |
| Inter-Departmental Charges | 712,059 | 1,828,948 | 5,216,015 | 3,387,067 | 35.06% | 2,024,949 | 8,097,337 |
| Miscellaneous | | 60,559 | 216,500 | 155,941 | 27.97% | 59,918 | 94,167 |
| **TOTAL OPERATING EXPENSE** | **4,180,100** | **10,806,129** | **49,404,744** | **38,598,615** | **21.87%** | **10,803,979** | **43,145,695** |
| **OPERATING INCOME (LOSS)** | **(2,403,878)** | **(5,710,837)** | **(21,489,527)** | **15,778,690** | **26.57%** | **(5,630,412)** | **(14,166,337)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Federal Government Grants | | | | | | | |
| Operating - Categorical | | | | | | | |
| Direct | | 3,769 | | 3,769 | | 7,864 | 25,674 |
| Indirect | | | | | | | 12,375 |
| Total Operating - Categorical | | 3,769 | | 3,769 | | 7,864 | 38,049 |
| Total Federal Government Grants | | 3,769 | | 3,769 | | 7,864 | 38,049 |
| State Government Grants | | | | | | | |
| Operating - Categorical | | | | | | | |
| Direct | | | | | | | |
| Miscellaneous State Grant | | | | | | | 40,000 |

# INTERIM STATEMENTS by Fund

## *101-General Fund*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | Amended Budget | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| GA DOT Grant | | | 360,000 | (360,000) | | | 798,114 |
| Total Direct | | | 360,000 | 360,000 | | | 838,114 |
| Total Operating - Categorical | | | 360,000 | (360,000) | | | 838,114 |
| Total State Government Grants | | | 360,000 | (360,000) | | | 838,114 |
| Local Government Unit Grants | | | | | | | |
| Board of Education - RESA | | | 220,095 | (220,095) | | 42,683 | 202,357 |
| Spalding County Contribution | 4,254 | 4,254 | 265,257 | (261,003) | 1.60% | | 182,947 |
| Total Local Government Unit Grants | 4,254 | 4,254 | 485,352 | 481,098 | 0.88% | 42,683 | 385,304 |
| Total Intergovernmental revenue | 4,254 | 8,023 | 845,352 | (837,329) | 0.95% | 50,547 | 1,261,467 |
| Intergovernmental - Exp | (1,826) | (5,801) | (328,181) | 322,380 | 1.77% | (4,813) | (350,462) |
| Total Intergovernmental - net | 2,428 | 2,222 | 517,171 | (514,949) | 0.43% | 45,734 | 911,005 |
| Interest Income | | | | | | | |
| Bank Account Interest | 124,124 | 366,705 | 1,000,000 | (633,295) | 36.67% | 369,483 | 1,379,737 |
| Bank Account Interest | 5,366 | 7,732 | | 7,732 | | 2,981 | 14,991 |
| P-Card Rebate Program | | 6,996 | | 6,996 | | | |
| Unrealized Gain/Loss on Investments | (18,744) | (23,518) | | (23,518) | | 4,356 | (529) |
| Total Interest/Investment Income | 110,746 | 357,915 | 1,000,000 | (642,085) | 35.79% | 376,820 | 1,394,199 |
| Principal | (20,750) | (62,059) | (425,400) | 363,341 | 14.59% | (75,032) | (298,801) |
| Interest Expense | (2,813) | (8,631) | (71,290) | 62,659 | 12.11% | (11,156) | (40,785) |
| Total principal and interest expense | (23,563) | (70,690) | (496,690) | 426,000 | 14.23% | (86,188) | (339,586) |
| Contributions and donations | | | | | | | |
| Contributions & Donations | | 14,000 | | 14,000 | | | 5,665 |
| GMA Safety Grant | | | | | | | 20,000 |
| Total contributions and donations | | 14,000 | | 14,000 | | | 25,665 |
| Gain (loss) on sale of capital assets | | | | | | | |
| Gain / Loss on Sale of Assets | 97,602 | 104,252 | | 104,252 | | | 37,782 |
| Total gain (loss) on sale of capital assets | 97,602 | 104,252 | | 104,252 | | | 37,782 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **187,213** | **407,699** | **1,020,481** | **(612,782)** | **39.95%** | **336,366** | **2,029,065** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(2,216,665)** | **(5,303,138)** | **(20,469,046)** | **15,165,908** | **25.91%** | **(5,294,046)** | **(12,137,272)** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | 949,631 | 2,844,008 | 13,777,227 | (10,933,219) | 20.64% | 3,115,735 | 12,555,475 |
| Transfers - out | (125,434) | (404,190) | (4,996,359) | 4,592,169 | 8.09% | (606,082) | (2,645,962) |
| **TOTAL TRANSFERS - NET** | **824,197** | **2,439,818** | **8,780,868** | **(6,341,050)** | **27.79%** | **2,509,653** | **9,909,513** |
| **CHANGE IN NET POSITION** | **($1,392,468)** | **($2,863,320)** | **($11,688,178)** | **$8,824,858** | **24.50%** | **($2,784,393)** | **($2,227,759)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $2,938,454 | $8,423,490 | $43,537,795 | ($35,114,305) | 19.35% | $8,716,669 | $44,253,944 |
| Total Expenditures | 4,330,922 | 11,286,809 | 55,225,973 | 43,939,164 | 20.44% | 11,501,062 | 46,481,706 |
| Revenues less expenditures | (1,392,468) | (2,863,319) | (11,688,178) | (8,824,859) | 24.50% | (2,784,393) | (2,227,762) |
| Difference | | ($1) | | $1 | 0.00% | | $3 |

# INTERIM STATEMENTS by Fund
## *Special Revenue Funds*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **TAXES** | | | | | | | |
| Real property - current year | $18,655 | $50,310 | $932,000 | ($881,690) | 5.40% | $42,062 | $1,082,049 |
| Total Taxes | 18,655 | 50,310 | 932,000 | 881,690 | 5.40% | 42,062 | 1,082,049 |
| Total Taxes and Franchise taxes | 18,655 | 50,310 | 932,000 | 881,690 | 5.40% | 42,062 | 1,082,049 |
| Hotel/Motel | 23,330 | 61,302 | 226,000 | (164,698) | 27.12% | 58,239 | 220,076 |
| Total selective sales and use taxes | 23,330 | 61,302 | 226,000 | (164,698) | 27.12% | 58,239 | 220,076 |
| **TOTAL TAXES** | **41,985** | **111,612** | **1,158,000** | **(1,046,388)** | **9.64%** | **100,301** | **1,302,125** |
| **CHARGES FOR SERVICES** | | | | | | | |
| General government: | | | | | | | |
| Fees - demolition recovery | 258 | 14,829 | | 14,829 | | 1,751 | 32,986 |
| Total general government | 258 | 14,829 | | (14,829) | 0.00% | 1,751 | 32,986 |
| **TOTAL CHARGES FOR SERVICES** | **258** | **14,829** | | **14,829** | | **1,751** | **32,986** |
| **FINES AND FORFEITURES** | | | | | | | |
| Court | | | | | | | |
| Fine Surcharge - Technology - Court | 1,746 | 5,149 | 20,000 | (14,851) | 25.75% | 4,487 | 22,166 |
| Total court revenues and fines | 1,746 | 5,149 | 20,000 | (14,851) | 25.75% | 4,487 | 22,166 |
| Bond confiscations | | | | | | | |
| Confiscations | | | | | | 1,500 | 11,635 |
| Total Bond Confiscations | | | | | | 1,500 | 11,635 |
| Confiscations | | | | | | | |
| Federal Confiscations | | | | | | 1,239 | 10,609 |
| Total state and federal confiscations | | | | | | 1,239 | 10,609 |
| National Opioid Settlement Payments | | 28,240 | | 28,240 | | 28,213 | 36,699 |
| **TOTAL FINES AND FORFEITURES** | **1,746** | **33,389** | **20,000** | **13,389** | **166.95%** | **35,439** | **81,109** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Misc Revenue | 2,927 | 2,927 | | 2,927 | | | |
| **TOTAL RENTS AND ROYALTIES** | **2,927** | **2,927** | | **2,927** | | | |
| **TOTAL OPERATING REVENUE** | **46,916** | **162,757** | **1,178,000** | **(1,015,243)** | **13.82%** | **137,491** | **1,416,220** |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | 3,082 | 17,009 | 373,090 | 356,081 | 4.56% | 1,371,796 | 7,464,432 |
| Supplies | 2,990 | 3,178 | 1,000 | (2,178) | 317.80% | | 35,551 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | 236,528 | 392,160 | 3,727,500 | 3,335,340 | 10.52% | 461,041 | 6,843,569 |
| Machinery and Equipment | | | | | | | 197,735 |
| Total Capital Outlay | 236,528 | 392,160 | 3,727,500 | 3,335,340 | 10.52% | 461,041 | 7,041,304 |
| Miscellaneous | | | | | | | 1,990 |
| **TOTAL OPERATING EXPENSE** | **242,600** | **412,347** | **4,101,590** | **3,689,243** | **10.05%** | **1,832,837** | **14,543,277** |
| **OPERATING INCOME (LOSS)** | **(195,684)** | **(249,590)** | **(2,923,590)** | **2,674,000** | **8.54%** | **(1,695,346)** | **(13,127,057)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Federal Government Grants | | | | | | | |
| Capital | | | | | | | |
| Indirect | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Net Capital | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Total Federal Government Grants | 8,000 | 8,000 | | 8,000 | | | 21,402 |

# INTERIM STATEMENTS by Fund
## *Special Revenue Funds*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Federal Government Transfers (Non-Grant) | | | | | | | |
| America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds | 111,528 | 254,029 | | 254,029 | | 119,085 | 1,207,526 |
| State Government Grants | | | | | | | |
| Capital | | | | | | | |
| Direct (CDBG Grant Proceeds) | | | | | | 280,216 | 689,681 |
| Total Capital | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Total State Government Grants | | | | | | 280,216 | 689,681 |
| Transportation Special purpose local option sales and use taxes | 422,890 | 1,306,144 | 3,727,500 | (2,421,356) | 35.04% | 1,276,002 | 5,139,674 |
| Total Intergovernmental revenue | 542,418 | 1,568,173 | 3,727,500 | (2,159,327) | 42.07% | 1,675,303 | 7,058,283 |
| Intergovernmental - Exp | (10,207) | (26,820) | (98,875) | 72,055 | 27.13% | (25,713) | (98,040) |
| Total Intergovernmental - net | 532,211 | 1,541,353 | 3,628,625 | (2,087,272) | 42.48% | 1,649,590 | 6,960,243 |
| Interest Income | | | | | | | |
| Bank Account Interest | 2,732 | 8,536 | | 8,536 | | 25,263 | 70,155 |
| Total Interest/Investment Income | 2,732 | 8,536 | | 8,536 | | 25,263 | 70,155 |
| Principal | | | (178,800) | 178,800 | | (140,000) | (172,496) |
| Interest Expense | 806 | (100,357) | (227,455) | 127,098 | 44.12% | (103,857) | (226,196) |
| Total principal and interest expense | 806 | (100,357) | (406,255) | 305,898 | 24.70% | (243,857) | (398,692) |
| Gain (loss) on sale of capital assets | | | | | | | |
| Gain / Loss on Sale of Assets | | | | | | | 525 |
| Total gain (loss) on sale of capital assets | | | | | | | 525 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **535,749** | **1,449,532** | **3,222,370** | **(1,772,838)** | **44.98%** | **1,430,996** | **6,632,231** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **340,065** | **1,199,942** | **298,780** | **901,162** | **401.61%** | **(264,350)** | **(6,494,826)** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | | 247,775 | 706,925 | (459,150) | 35.05% | 285,775 | 1,521,267 |
| Transfers - out | (13,123) | (59,482) | (377,125) | 317,643 | 15.77% | (37,101) | (894,726) |
| **TOTAL TRANSFERS - NET** | **(13,123)** | **188,293** | **329,800** | **(141,507)** | **57.09%** | **248,674** | **626,541** |
| **CHANGE IN NET POSITION** | **$326,942** | **$1,388,235** | **$628,580** | **$759,655** | **220.85%** | **($15,676)** | **($5,868,285)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $592,065 | $1,987,240 | $5,612,425 | ($3,625,185) | 35.41% | $2,123,833 | $10,066,449 |
| Total Expenditures | 265,123 | 599,006 | 4,983,845 | 4,384,839 | 12.02% | 2,139,508 | 15,934,735 |
| Revenues less expenditures | 326,942 | 1,388,234 | 628,580 | (759,654) | 220.85% | (15,675) | (5,868,286) |
| Difference | | $1 | | ($1) | 0.00% | ($1) | $1 |

# INTERIM STATEMENTS by Fund
## *210-Confiscated Assets Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **FINES AND FORFEITURES** | | | | | | | |
| Bond confiscations | | | | | | | |
| Confiscations | | | | | | $1,500 | $11,635 |
| Total Bond Confiscations | | | | | | 1,500 | 11,635 |
| Confiscations | | | | | | | |
| Federal Confiscations | | | | | | 1,239 | 10,609 |
| Total state and federal confiscations | | | | | | 1,239 | 10,609 |
| **TOTAL FINES AND FORFEITURES** | | | | | | **2,739** | **22,244** |
| **TOTAL OPERATING REVENUE** | | | | | | **2,739** | **22,244** |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | | | | | | | 1,995 |
| Supplies | | | | | | | 25,238 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | | | | | | | 10,492 |
| Machinery and Equipment | | | | | | | 9,620 |
| Total Capital Outlay | | | | | | | 20,112 |
| Miscellaneous | | | | | | | 1,990 |
| **TOTAL OPERATING EXPENSE** | | | | | | | **49,335** |
| **OPERATING INCOME (LOSS)** | | | | | | **2,739** | **(27,091)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Intergovernmental - Exp | | | | | | (234) | (1,757) |
| Total Intergovernmental - net | | | | | | (234) | (1,757) |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | | | | | | **(234)** | **(1,757)** |
| **INCOME (LOSS) BEFORE TRANSFERS** | | | | | | **2,505** | **(28,848)** |
| **CHANGE IN NET POSITION** | | | | | **0.00%** | **$2,505** | **($28,848)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | | | | | 0.00% | $2,739 | $22,244 |
| Total Expenditures | | | | | 0.00% | 234 | 51,092 |
| Revenues less expenditures | | | | | 0.00% | 2,505 | (28,848) |

# INTERIM STATEMENTS by Fund
## *213-National Opioid Settlement*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **FINES AND FORFEITURES** | | | | | | | |
| National Opioid Settlement Payments | | $28,240 | | $28,240 | | $28,213 | $36,699 |
| **TOTAL FINES AND FORFEITURES** | | **28,240** | | **28,240** | | **28,213** | **36,699** |
| **TOTAL OPERATING REVENUE** | | **28,240** | | **28,240** | | **28,213** | **36,699** |
| **OPERATING EXPENSE** | | | | | | | |
| Supplies | | | | | | | 8,000 |
| **TOTAL OPERATING EXPENSE** | | | | | | | **8,000** |
| **OPERATING INCOME (LOSS)** | | **28,240** | | **28,240** | | **28,213** | **28,699** |
| Intergovernmental | | | | | | | |
| **INCOME (LOSS) BEFORE TRANSFERS** | | **28,240** | | **28,240** | | **28,213** | **28,699** |
| **CHANGE IN NET POSITION** | | **$28,240** | | **$28,240** | **0.00%** | **$28,213** | **$28,699** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | | $28,240 | | $28,240 | 0.00% | $28,213 | $36,699 |
| Total Expenditures | | | | | 0.00% | | 8,000 |
| Revenues less expenditures | | 28,240 | | (28,240) | 0.00% | 28,213 | 28,699 |

# INTERIM STATEMENTS by Fund

## *Community Development Block Grants*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | Amended Budget | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | | | | | | $8,000 | $32,600 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | | | | | | 294,242 | 1,035,031 |
| Total Capital Outlay | | | | | | 294,242 | 1,035,031 |
| **TOTAL OPERATING EXPENSE** | | | | | | **302,242** | **1,067,631** |
| **OPERATING INCOME (LOSS)** | | | | | | **(302,242)** | **(1,067,631)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| State Government Grants | | | | | | | |
| Direct (CDBG Grant Proceeds) | | | | | | 280,216 | 689,681 |
| Total State Government Grants | | | | | | 280,216 | 689,681 |
| Total Intergovernmental revenue | | | | | | 280,216 | 689,681 |
| Total Intergovernmental - net | | | | | | 280,216 | 689,681 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | | | | | | **280,216** | **689,681** |
| **INCOME (LOSS) BEFORE TRANSFERS** | | | | | | **(22,026)** | **(377,950)** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | | | | | | 39,500 | 418,148 |
| **TOTAL TRANSFERS - NET** | | | | | | **39,500** | **418,148** |
| **CHANGE IN NET POSITION** | | | | | **0.00%** | **$17,474** | **$40,198** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | | | | | 0.00% | $319,716 | $1,107,829 |
| Total Expenditures | | | | | 0.00% | 302,242 | 1,067,631 |
| Revenues less expenditures | | | | | 0.00% | 17,474 | 40,198 |

# INTERIM STATEMENTS by Fund

## *237-Community Development Block Grant 2024*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | | | | | | $8,000 | $32,600 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | | | | | | 294,242 | 1,035,031 |
| Total Capital Outlay | | | | | | 294,242 | 1,035,031 |
| **TOTAL OPERATING EXPENSE** | | | | | | **302,242** | **1,067,631** |
| **OPERATING INCOME (LOSS)** | | | | | | **(302,242)** | **(1,067,631)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| State Government Grants | | | | | | | |
| Direct (CDBG Grant Proceeds) | | | | | | 280,216 | 689,681 |
| Total State Government Grants | | | | | | 280,216 | 689,681 |
| Total Intergovernmental revenue | | | | | | 280,216 | 689,681 |
| Total Intergovernmental - net | | | | | | 280,216 | 689,681 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | | | | | | **280,216** | **689,681** |
| **INCOME (LOSS) BEFORE TRANSFERS** | | | | | | **(22,026)** | **(377,950)** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | | | | | | 39,500 | 418,148 |
| **TOTAL TRANSFERS - NET** | | | | | | **39,500** | **418,148** |
| **CHANGE IN NET POSITION** | | | | | **0.00%** | **$17,474** | **$40,198** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | | | | | 0.00% | $319,716 | $1,107,829 |
| Total Expenditures | | | | | 0.00% | 302,242 | 1,067,631 |
| Revenues less expenditures | | | | | 0.00% | 17,474 | 40,198 |

# INTERIM STATEMENTS by Fund

## *234-ARPA American Rescue Plan Act*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING EXPENSE** | | | | | | | |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | $111,528 | $254,029 | | ($254,029) | | $125,353 | $1,176,850 |
| Machinery and Equipment | | | | | | | 66,215 |
| Total Capital Outlay | 111,528 | 254,029 | | (254,029) | | 125,353 | 1,243,065 |
| **TOTAL OPERATING EXPENSE** | **111,528** | **254,029** | | **(254,029)** | | **125,353** | **1,243,065** |
| **OPERATING INCOME (LOSS)** | **(111,528)** | **(254,029)** | | **(254,029)** | | **(125,353)** | **(1,243,065)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Federal Government Transfers (Non-Grant) | | | | | | | |
| America Rescue Plan (ARP) Act of 2021 Fiscal Recovery Funds | 111,528 | 254,029 | | 254,029 | | 119,085 | 1,207,526 |
| Total Intergovernmental revenue | 111,528 | 254,029 | | 254,029 | | 119,085 | 1,207,526 |
| Total Intergovernmental - net | 111,528 | 254,029 | | 254,029 | | 119,085 | 1,207,526 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **111,528** | **254,029** | | **254,029** | | **119,085** | **1,207,526** |
| **INCOME (LOSS) BEFORE TRANSFERS** | | | | | | **(6,268)** | **(35,539)** |
| **CHANGE IN NET POSITION** | | | | | **0.00%** | **($6,268)** | **($35,539)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $111,528 | $254,029 | | $254,029 | 0.00% | $119,085 | $1,207,526 |
| Total Expenditures | 111,528 | 254,029 | | (254,029) | 0.00% | 125,353 | 1,243,065 |
| Revenues less expenditures | | | | | 0.00% | (6,268) | (35,539) |

# INTERIM STATEMENTS by Fund

## *251-Multiple Grant Fund*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | | | | | | $30 | $40 |
| **TOTAL OPERATING EXPENSE** | | | | | | **30** | **40** |
| **OPERATING INCOME (LOSS)** | | | | | | **(30)** | **(40)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Interest Income | | | | | | | |
| Bank Account Interest | | | | | | 44 | 59 |
| Total Interest/Investment Income | | | | | | 44 | 59 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | | | | | | **44** | **59** |
| **INCOME (LOSS) BEFORE TRANSFERS** | | | | | | **14** | **19** |
| **TRANSFERS** | | | | | | | |
| Transfers - out | | | | | | | (87,479) |
| **TOTAL TRANSFERS - NET** | | | | | | | **(87,479)** |
| **CHANGE IN NET POSITION** | | | | | **0.00%** | **$14** | **($87,460)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | | | | | 0.00% | $44 | $59 |
| Total Expenditures | | | | | 0.00% | 30 | 87,519 |
| Revenues less expenditures | | | | | 0.00% | 14 | (87,460) |

# INTERIM STATEMENTS by Fund

## *271-Tax Allocation District (TAD #1)*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **TAXES** | | | | | | | |
| Real property - current year | $4,443 | $21,054 | $401,000 | ($379,946) | 5.25% | $34,550 | $495,622 |
| Total Taxes | 4,443 | 21,054 | 401,000 | 379,946 | 5.25% | 34,550 | 495,622 |
| Total Taxes and Franchise taxes | 4,443 | 21,054 | 401,000 | 379,946 | 5.25% | 34,550 | 495,622 |
| **TOTAL TAXES** | **4,443** | **21,054** | **401,000** | **(379,946)** | **5.25%** | **34,550** | **495,622** |
| **TOTAL OPERATING REVENUE** | **4,443** | **21,054** | **401,000** | **(379,946)** | **5.25%** | **34,550** | **495,622** |
| **OPERATING EXPENSE** | | | | | | | |
| Capital Outlay: | | | | | | | |
| Machinery and Equipment | | | | | | | 121,900 |
| Total Capital Outlay | | | | | | | 121,900 |
| **TOTAL OPERATING EXPENSE** | | | | | | | **121,900** |
| **OPERATING INCOME (LOSS)** | **4,443** | **21,054** | **401,000** | **(379,946)** | **5.25%** | **34,550** | **373,722** |
| Intergovernmental | | | | | | | |
| **INCOME (LOSS) BEFORE TRANSFERS** | **4,443** | **21,054** | **401,000** | **(379,946)** | **5.25%** | **34,550** | **373,722** |
| **TRANSFERS** | | | | | | | |
| Transfers - out | | (25,000) | (250,000) | 225,000 | 10.00% | (4,341) | (683,454) |
| **TOTAL TRANSFERS - NET** | | **(25,000)** | **(250,000)** | **225,000** | **10.00%** | **(4,341)** | **(683,454)** |
| **CHANGE IN NET POSITION** | **$4,443** | **($3,946)** | **$151,000** | **($154,946)** | **(2.61%)** | **$30,209** | **($309,732)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $4,443 | $21,054 | $401,000 | ($379,946) | 5.25% | $34,550 | $495,622 |
| Total Expenditures | | 25,000 | 250,000 | 225,000 | 10.00% | 4,341 | 805,354 |
| Revenues less expenditures | 4,443 | (3,946) | 151,000 | 154,946 | (2.61%) | 30,209 | (309,732) |

# INTERIM STATEMENTS by Fund

## *272-Tax Allocation District (TAD #2)*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **TAXES** | | | | | | | |
| Real property - current year | $14,213 | $29,256 | $531,000 | ($501,744) | 5.51% | $7,512 | $586,427 |
| Total Taxes | 14,213 | 29,256 | 531,000 | 501,744 | 5.51% | 7,512 | 586,427 |
| Total Taxes and Franchise taxes | 14,213 | 29,256 | 531,000 | 501,744 | 5.51% | 7,512 | 586,427 |
| **TOTAL TAXES** | **14,213** | **29,256** | **531,000** | **(501,744)** | **5.51%** | **7,512** | **586,427** |
| **TOTAL OPERATING REVENUE** | **14,213** | **29,256** | **531,000** | **(501,744)** | **5.51%** | **7,512** | **586,427** |
| **OPERATING INCOME (LOSS)** | **14,213** | **29,256** | **531,000** | **(501,744)** | **5.51%** | **7,512** | **586,427** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Principal | | | (33,800) | 33,800 | | | (32,496) |
| Interest Expense | | | (25,530) | 25,530 | | | (26,820) |
| Total principal and interest expense | | | (59,330) | 59,330 | | | (59,316) |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | | | **(59,330)** | **59,330** | | | **(59,316)** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **14,213** | **29,256** | **471,670** | **(442,414)** | **6.20%** | **7,512** | **527,111** |
| **CHANGE IN NET POSITION** | **$14,213** | **$29,256** | **$471,670** | **($442,414)** | **6.20%** | **$7,512** | **$527,111** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $14,213 | $29,256 | $531,000 | ($501,744) | 5.51% | $7,512 | $586,427 |
| Total Expenditures | | | 59,330 | 59,330 | 0.00% | | 59,316 |
| Revenues less expenditures | 14,213 | 29,256 | 471,670 | 442,414 | 6.20% | 7,512 | 527,111 |

# INTERIM STATEMENTS by Fund
## *275-Hotel / Motel Tax Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **TAXES** | | | | | | | |
| Hotel/Motel | $23,330 | $61,302 | $226,000 | ($164,698) | 27.12% | $58,239 | $220,076 |
| Total selective sales and use taxes | 23,330 | 61,302 | 226,000 | (164,698) | 27.12% | 58,239 | 220,076 |
| **TOTAL TAXES** | **23,330** | **61,302** | **226,000** | **(164,698)** | **27.12%** | **58,239** | **220,076** |
| **TOTAL OPERATING REVENUE** | **23,330** | **61,302** | **226,000** | **(164,698)** | **27.12%** | **58,239** | **220,076** |
| **OPERATING INCOME (LOSS)** | **23,330** | **61,302** | **226,000** | **(164,698)** | **27.12%** | **58,239** | **220,076** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Intergovernmental - Exp | (10,207) | (26,820) | (98,875) | 72,055 | 27.13% | (25,480) | (96,283) |
| Total Intergovernmental - net | (10,207) | (26,820) | (98,875) | 72,055 | 27.13% | (25,480) | (96,283) |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **(10,207)** | **(26,820)** | **(98,875)** | **72,055** | **27.13%** | **(25,480)** | **(96,283)** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **13,123** | **34,482** | **127,125** | **(92,643)** | **27.12%** | **32,759** | **123,793** |
| **TRANSFERS** | | | | | | | |
| Transfers - out | (13,123) | (34,482) | (127,125) | 92,643 | 27.12% | (32,760) | (123,793) |
| **TOTAL TRANSFERS - NET** | **(13,123)** | **(34,482)** | **(127,125)** | **92,643** | **27.12%** | **(32,760)** | **(123,793)** |
| **CHANGE IN NET POSITION** | | | | | **0.00%** | **($1)** | |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $23,330 | $61,302 | $226,000 | ($164,698) | 27.12% | $58,239 | $220,076 |
| Total Expenditures | 23,330 | 61,302 | 226,000 | 164,698 | 27.12% | 58,239 | 220,076 |
| Difference | | | | | 0.00% | ($1) | |

# INTERIM STATEMENTS by Fund
## *282-Court Technology Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **FINES AND FORFEITURES** | | | | | | | |
| Court | | | | | | | |
| Fine Surcharge - Technology - Court | $1,746 | $5,149 | $20,000 | ($14,851) | 25.75% | $4,487 | $22,166 |
| Total court revenues and fines | 1,746 | 5,149 | 20,000 | (14,851) | 25.75% | 4,487 | 22,166 |
| **TOTAL FINES AND FORFEITURES** | **1,746** | **5,149** | **20,000** | **(14,851)** | **25.75%** | **4,487** | **22,166** |
| **TOTAL OPERATING REVENUE** | **1,746** | **5,149** | **20,000** | **(14,851)** | **25.75%** | **4,487** | **22,166** |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | | 12,240 | 13,090 | 850 | 93.51% | | 12,240 |
| Supplies | | | 1,000 | 1,000 | | | 201 |
| **TOTAL OPERATING EXPENSE** | | **12,240** | **14,090** | **1,850** | **86.87%** | | **12,441** |
| **OPERATING INCOME (LOSS)** | **1,746** | **(7,091)** | **5,910** | **(13,001)** | **(119.98%)** | **4,487** | **9,725** |
| Intergovernmental | | | | | | | |
| **INCOME (LOSS) BEFORE TRANSFERS** | **1,746** | **(7,091)** | **5,910** | **(13,001)** | **(119.98%)** | **4,487** | **9,725** |
| **CHANGE IN NET POSITION** | **$1,746** | **($7,091)** | **$5,910** | **($13,001)** | **(119.98%)** | **$4,487** | **$9,725** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $1,746 | $5,149 | $20,000 | ($14,851) | 25.75% | $4,487 | $22,166 |
| Total Expenditures | | 12,240 | 14,090 | 1,850 | 86.87% | | 12,441 |
| Revenues less expenditures | 1,746 | (7,091) | 5,910 | 13,001 | (119.98%) | 4,487 | 9,725 |

# INTERIM STATEMENTS by Fund

## *321-SPLOST Fund 2016*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHARGES FOR SERVICES** | | | | | | | |
| General government: | | | | | | | |
| Fees - demolition recovery | $258 | $14,829 | | $14,829 | | $1,751 | $32,986 |
| Total general government | 258 | 14,829 | | (14,829) | 0.00% | 1,751 | 32,986 |
| **TOTAL CHARGES FOR SERVICES** | **258** | **14,829** | | **14,829** | | **1,751** | **32,986** |
| **TOTAL OPERATING REVENUE** | **258** | **14,829** | | **14,829** | | **1,751** | **32,986** |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | 3,082 | 4,769 | | (4,769) | | 21,037 | 131,752 |
| Supplies | 580 | 768 | | (768) | | | 2,112 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | 125,000 | 135,000 | | (135,000) | | 24,129 | 1,151,350 |
| Total Capital Outlay | 125,000 | 135,000 | | (135,000) | | 24,129 | 1,151,350 |
| **TOTAL OPERATING EXPENSE** | **128,662** | **140,537** | | **(140,537)** | | **45,166** | **1,285,214** |
| **OPERATING INCOME (LOSS)** | **(128,404)** | **(125,708)** | | **(125,708)** | | **(43,415)** | **(1,252,228)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Federal Government Grants | | | | | | | |
| Capital | | | | | | | |
| Indirect | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Net Capital | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Total Federal Government Grants | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Capital | | | | | | | |
| Total Capital | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Total Intergovernmental revenue | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Total Intergovernmental - net | 8,000 | 8,000 | | 8,000 | | | 21,402 |
| Gain (loss) on sale of capital assets | | | | | | | |
| Gain / Loss on Sale of Assets | | | | | | | 525 |
| Total gain (loss) on sale of capital assets | | | | | | | 525 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **8,000** | **8,000** | | **8,000** | | | **21,927** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(120,404)** | **(117,708)** | | **(117,708)** | | **(43,415)** | **(1,230,301)** |
| **CHANGE IN NET POSITION** | **($120,404)** | **($117,708)** | | **($117,708)** | **0.00%** | **($43,415)** | **($1,230,301)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $8,258 | $22,829 | | $22,829 | 0.00% | $1,751 | $54,913 |
| Total Expenditures | 128,662 | 140,537 | | (140,537) | 0.00% | 45,166 | 1,285,215 |
| Revenues less expenditures | (120,404) | (117,708) | | 117,708 | 0.00% | (43,415) | (1,230,302) |
| Difference | | | | | 0.00% | | $1 |

# INTERIM STATEMENTS by Fund
## *335-Transportation SPLOST*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **RENTS AND ROYALTIES** | | | | | | | |
| Misc Revenue | $2,927 | $2,927 | | $2,927 | | | |
| **TOTAL RENTS AND ROYALTIES** | **2,927** | **2,927** | | **2,927** | | | |
| **TOTAL OPERATING REVENUE** | **2,927** | **2,927** | | **2,927** | | | |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | | | 360,000 | 360,000 | | 1,342,729 | 7,285,804 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | | 3,131 | 3,727,500 | 3,724,369 | 0.08% | 17,317 | 1,937,302 |
| Total Capital Outlay | | 3,131 | 3,727,500 | 3,724,369 | 0.08% | 17,317 | 1,937,302 |
| **TOTAL OPERATING EXPENSE** | | **3,131** | **4,087,500** | **4,084,369** | **0.08%** | **1,360,046** | **9,223,106** |
| **OPERATING INCOME (LOSS)** | **2,927** | **(204)** | **(4,087,500)** | **4,087,296** | **0.00%** | **(1,360,046)** | **(9,223,106)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Transportation Special purpose local option sales and use taxes | 422,890 | 1,306,144 | 3,727,500 | (2,421,356) | 35.04% | 1,276,002 | 5,139,674 |
| Total Intergovernmental revenue | 422,890 | 1,306,144 | 3,727,500 | (2,421,356) | 35.04% | 1,276,002 | 5,139,674 |
| Total Intergovernmental - net | 422,890 | 1,306,144 | 3,727,500 | (2,421,356) | 35.04% | 1,276,002 | 5,139,674 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **422,890** | **1,306,144** | **3,727,500** | **(2,421,356)** | **35.04%** | **1,276,002** | **5,139,674** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **425,817** | **1,305,940** | **(360,000)** | **1,665,940** | **(362.76%)** | **(84,044)** | **(4,083,432)** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | | | 360,000 | (360,000) | | | 754,069 |
| **TOTAL TRANSFERS - NET** | | | **360,000** | **(360,000)** | | | **754,069** |
| **CHANGE IN NET POSITION** | **$425,817** | **$1,305,940** | | **$1,305,940** | **0.00%** | **($84,044)** | **($3,329,363)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $425,816 | $1,309,070 | $4,087,500 | ($2,778,430) | 32.03% | $1,276,002 | $5,893,743 |
| Total Expenditures | | 3,131 | 4,087,500 | 4,084,369 | 0.08% | 1,360,046 | 9,223,107 |
| Revenues less expenditures | 425,816 | 1,305,939 | | (1,305,939) | 0.00% | (84,044) | (3,329,364) |
| Difference | $1 | $1 | | ($1) | 0.00% | | $1 |

# INTERIM STATEMENTS by Fund
## *360-Urban Redevelopment Agency Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING EXPENSE** | | | | | | | |
| Supplies | $2,411 | $2,411 | | ($2,411) | | | |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | | | | | | | 1,532,544 |
| Total Capital Outlay | | | | | | | 1,532,544 |
| **TOTAL OPERATING EXPENSE** | **2,411** | **2,411** | | **(2,411)** | | | **1,532,544** |
| **OPERATING INCOME (LOSS)** | **(2,411)** | **(2,411)** | | **(2,411)** | | | **(1,532,544)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Interest Income | | | | | | | |
| Bank Account Interest | 2,732 | 8,536 | | 8,536 | | 25,219 | 70,096 |
| Total Interest/Investment Income | 2,732 | 8,536 | | 8,536 | | 25,219 | 70,096 |
| Principal | | | (145,000) | 145,000 | | (140,000) | (140,000) |
| Interest Expense | 806 | (100,357) | (201,925) | 101,568 | 49.70% | (103,857) | (199,376) |
| Total principal and interest expense | 806 | (100,357) | (346,925) | 246,568 | 28.93% | (243,857) | (339,376) |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **3,538** | **(91,821)** | **(346,925)** | **255,104** | **26.47%** | **(218,638)** | **(269,280)** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **1,127** | **(94,232)** | **(346,925)** | **252,693** | **27.16%** | **(218,638)** | **(1,801,824)** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | | 247,775 | 346,925 | (99,150) | 71.42% | 246,275 | 349,050 |
| **TOTAL TRANSFERS - NET** | | **247,775** | **346,925** | **(99,150)** | **71.42%** | **246,275** | **349,050** |
| **CHANGE IN NET POSITION** | **$1,127** | **$153,543** | | **$153,543** | **0.00%** | **$27,637** | **($1,452,774)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $2,732 | $256,311 | $346,925 | ($90,614) | 73.88% | $271,494 | $419,146 |
| Total Expenditures | 1,604 | 102,767 | 346,925 | 244,158 | 29.62% | 243,857 | 1,871,920 |
| Revenues less expenditures | 1,128 | 153,544 | | (153,544) | 0.00% | 27,637 | (1,452,774) |
| Difference | ($1) | ($1) | | $1 | 0.00% | | |

# INTERIM STATEMENTS by Fund

## *Agency / Permanent / Trust Funds*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHARGES FOR SERVICES** | | | | | | | |
| Other charges for services | | | | | | | |
| Cemetery Opening/Closing Fee | | | | | | | $2,745 |
| Site Sales | | | | | | 23,600 | 139,525 |
| Niche Engraving | | | | | | | 500 |
| Total other charges for services | | | | | | 23,600 | 142,770 |
| **TOTAL CHARGES FOR SERVICES** | | | | | | **23,600** | **142,770** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Third-party Sales | | | | | | 60 | 285 |
| **TOTAL RENTS AND ROYALTIES** | | | | | | **60** | **285** |
| **TOTAL OPERATING REVENUE** | | | | | | **23,660** | **143,055** |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | | | | | | | 2,021 |
| **TOTAL OPERATING EXPENSE** | | | | | | | **2,021** |
| **OPERATING INCOME (LOSS)** | | | | | | **23,660** | **141,034** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Interest Income | | | | | | | |
| Bank Account Interest | 507 | (10,668) | | (10,668) | | 5,289 | 20,844 |
| Bank Account Interest | 5,749 | 13,127 | | 13,127 | | 18,466 | 28,558 |
| Dividends | 7,475 | 27,090 | | 27,090 | | 35,603 | 225,185 |
| Unrealized Gain/Loss on Investments | (164,558) | 20,867 | | 20,867 | | 208,090 | 476,044 |
| Total Interest/Investment Income | (150,827) | 50,416 | | 50,416 | | 267,448 | 750,631 |
| Contributions and donations | | | | | | | |
| Contributed Capital | | | | | | | 14,007 |
| Total contributions and donations | | | | | | | 14,007 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **(150,827)** | **50,416** | | **50,416** | | **267,448** | **764,638** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(150,827)** | **50,416** | | **50,416** | | **291,108** | **905,672** |
| **CHANGE IN NET POSITION** | **($150,827)** | **$50,416** | | **$50,416** | **0.00%** | **$291,108** | **$905,672** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | ($150,826) | $50,416 | | $50,416 | 0.00% | $291,108 | $907,693 |
| Total Expenditures | | | | | 0.00% | | 2,021 |
| Revenues less expenditures | (150,826) | 50,416 | | (50,416) | 0.00% | 291,108 | 905,672 |
| Difference | ($1) | | | | 0.00% | | |

# INTERIM STATEMENTS by Fund
## *791-Cemetery Trust Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHARGES FOR SERVICES** | | | | | | | |
| Other charges for services | | | | | | | |
| Cemetery Opening/Closing Fee | | | | | | | $2,745 |
| Site Sales | | | | | | 23,600 | 139,525 |
| Niche Engraving | | | | | | | 500 |
| Total other charges for services | | | | | | 23,600 | 142,770 |
| **TOTAL CHARGES FOR SERVICES** | | | | | | **23,600** | **142,770** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Third-party Sales | | | | | | 60 | 285 |
| **TOTAL RENTS AND ROYALTIES** | | | | | | **60** | **285** |
| **TOTAL OPERATING REVENUE** | | | | | | **23,660** | **143,055** |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | | | | | | | 1,285 |
| **TOTAL OPERATING EXPENSE** | | | | | | | **1,285** |
| **OPERATING INCOME (LOSS)** | | | | | | **23,660** | **141,770** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Interest Income | | | | | | | |
| Dividends | 7,475 | 27,090 | | 27,090 | | 35,603 | 225,185 |
| Unrealized Gain/Loss on Investments | (136,357) | 47,568 | | 47,568 | | 207,449 | 475,642 |
| Total Interest/Investment Income | (128,882) | 74,658 | | 74,658 | | 243,052 | 700,827 |
| Contributions and donations | | | | | | | |
| Contributed Capital | | | | | | | 14,007 |
| Total contributions and donations | | | | | | | 14,007 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **(128,882)** | **74,658** | | **74,658** | | **243,052** | **714,834** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(128,882)** | **74,658** | | **74,658** | | **266,712** | **856,604** |
| **CHANGE IN NET POSITION** | **($128,882)** | **$74,658** | | **$74,658** | **0.00%** | **$266,712** | **$856,604** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | ($128,882) | $74,658 | | $74,658 | 0.00% | $266,712 | $857,890 |
| Total Expenditures | | | | | 0.00% | | 1,285 |
| Revenues less expenditures | (128,882) | 74,658 | | (74,658) | 0.00% | 266,712 | 856,605 |
| Difference | | | | | 0.00% | | ($1) |

# INTERIM STATEMENTS by Fund
## *792-Mausoleum Trust Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | | | | | | | $232 |
| **TOTAL OPERATING EXPENSE** | | | | | | | **232** |
| **OPERATING INCOME (LOSS)** | | | | | | | **(232)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Interest Income | | | | | | | |
| Bank Account Interest | 507 | (10,668) | | (10,668) | | 5,289 | 20,844 |
| Unrealized Gain/Loss on Investments | (6,881) | 2,958 | | 2,958 | | 3,917 | (1,108) |
| Total Interest/Investment Income | (6,374) | (7,710) | | (7,710) | | 9,206 | 19,736 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **(6,374)** | **(7,710)** | | **(7,710)** | | **9,206** | **19,736** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(6,374)** | **(7,710)** | | **(7,710)** | | **9,206** | **19,504** |
| **CHANGE IN NET POSITION** | **($6,374)** | **($7,710)** | | **($7,710)** | **0.00%** | **$9,206** | **$19,504** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | ($6,374) | ($7,711) | | ($7,711) | 0.00% | $9,206 | $19,736 |
| Total Expenditures | | | | | 0.00% | | 232 |
| Revenues less expenditures | (6,374) | (7,711) | | 7,711 | 0.00% | 9,206 | 19,504 |
| Difference | | $1 | | ($1) | 0.00% | | |

# INTERIM STATEMENTS by Fund

## *793-Light Water Sewer (LWS) Emergency Trust Fund*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | | | | | | | $504 |
| **TOTAL OPERATING EXPENSE** | | | | | | | **504** |
| **OPERATING INCOME (LOSS)** | | | | | | | **(504)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Interest Income | | | | | | | |
| Bank Account Interest | 5,749 | 13,127 | | 13,127 | | 18,466 | 28,558 |
| Unrealized Gain/Loss on Investments | (21,319) | (29,659) | | (29,659) | | (3,275) | 1,509 |
| Total Interest/Investment Income | (15,570) | (16,532) | | (16,532) | | 15,191 | 30,067 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **(15,570)** | **(16,532)** | | **(16,532)** | | **15,191** | **30,067** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(15,570)** | **(16,532)** | | **(16,532)** | | **15,191** | **29,563** |
| **CHANGE IN NET POSITION** | **($15,570)** | **($16,532)** | | **($16,532)** | **0.00%** | **$15,191** | **$29,563** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | ($15,570) | ($16,532) | | ($16,532) | 0.00% | $15,190 | $30,067 |
| Total Expenditures | | | | | 0.00% | | 504 |
| Revenues less expenditures | (15,570) | (16,532) | | 16,532 | 0.00% | 15,190 | 29,563 |
| Difference | | | | | 0.00% | $1 | |

| | FISCAL YEAR 2027 | | | Variance with | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | Amended Budget | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING REVENUE** | | | | | | | |
| **LICENSE AND PERMITS** | | | | | | | |
| Non-business licenses and permits: | | | | | | | |
| Building and signs: | | | | | | | |
| Other permits | | | | | | $450 | $450 |
| Total building and sign permits | | | | | | 450 | 450 |
| Total non-business licenses and permits | | | | | | 450 | 450 |
| **TOTAL LICENSES AND PERMITS** | | | | | | **450** | **450** |
| **CHARGES FOR SERVICES** | | | | | | | |
| General government: | | | | | | | |
| Utilities Mgmt & Customer Svc Cost Allocation | | | 1,551,485 | (1,551,485) | | | |
| Motor pool charges | 111,879 | 277,622 | 1,018,800 | (741,178) | 27.25% | 286,146 | 897,057 |
| Total general government | 111,879 | 277,622 | 2,570,285 | 2,292,663 | 10.80% | 286,146 | 897,057 |
| Utilities / enterprise charges and fees | | | | | | | |
| Fees - Collection - Residential | 274,143 | 813,492 | 3,140,629 | (2,327,137) | 25.90% | 560,359 | 3,152,772 |
| Fees - Collection - Commercial | 123,374 | 368,289 | 1,410,000 | (1,041,711) | 26.12% | 260,721 | 1,427,375 |
| Fees - Transfer Station | 182,833 | 608,554 | 2,100,000 | (1,491,446) | 28.98% | 580,395 | 2,361,421 |
| Fees - Special Handling | 2,585 | 7,460 | 25,000 | (17,540) | 29.84% | 6,055 | 24,210 |
| Fees - Rolloff Containers | 51,700 | 188,147 | 824,000 | (635,853) | 22.83% | 227,473 | 866,760 |
| Fees - Yard Waste Disposal | 81,667 | 241,510 | 965,940 | (724,430) | 25.00% | 168,664 | 943,638 |
| Fees - Yard Waste Special Handling | | (509) | | (509) | | (7) | (144) |
| Sale of Recycled Materials | 1,106 | 4,274 | 3,000 | 1,274 | 142.47% | 14,760 | 58,196 |
| Permit Fees - Commercial Hauler | 300 | 700 | 4,000 | (3,300) | 17.50% | 700 | 2,500 |
| Fees - Landfill Use | 247,930 | 923,905 | 2,640,000 | (1,716,095) | 35.00% | 663,443 | 2,929,598 |
| Recycling Fees Sort Line | 10,638 | 32,931 | 150,000 | (117,069) | 21.95% | | 44,522 |
| Water Institutional | 29,702 | 69,431 | 200,000 | (130,569) | 34.72% | 63,284 | 247,438 |
| Fees - Water Industrial | 29,324 | 89,066 | 375,000 | (285,934) | 23.75% | 74,327 | 318,581 |
| Fees - Water Residential | 400,567 | 1,169,171 | 4,950,000 | (3,780,829) | 23.62% | 819,256 | 4,445,429 |
| Fees - Water Commercial | 119,429 | 372,056 | 1,900,000 | (1,527,944) | 19.58% | 250,281 | 1,478,363 |
| Pass-Thru Water Spalding County | (472,460) | (950,936) | (5,800,000) | 4,849,064 | 16.40% | (971,505) | (5,323,219) |
| Fees - Fire Hydrant Water | | 6,270 | 25,000 | (18,730) | 25.08% | 4,821 | 31,756 |
| Fees - Water Lock Cut | 600 | 1,500 | 3,000 | (1,500) | 50.00% | 1,125 | 5,275 |
| Bulk Water - Spalding County | 1,102,588 | 3,240,591 | 12,250,000 | (9,009,409) | 26.45% | 2,126,525 | 11,381,106 |
| Bulk Water - Williamson | 9,755 | 29,040 | 110,000 | (80,960) | 26.40% | 18,230 | 93,180 |
| Bulk Water - Zebulon | 69,040 | 138,318 | 485,000 | (346,682) | 28.52% | 77,594 | 410,271 |
| Bulk Water - Butts County | 2,467 | 8,578 | 43,000 | (34,422) | 19.95% | 6,355 | 32,841 |
| Bulk Water - Coweta County | 506,850 | 1,487,850 | 6,340,000 | (4,852,150) | 23.47% | 1,332,145 | 6,177,445 |
| Bulk Water - Barnesville | | | | | | 17 | 36 |
| Bulk Water - City of Concord | 6 | 2,283 | 6,000 | (3,717) | 38.05% | 1,301 | 6,817 |
| Bulk Water - Pike Co Water & Sewerage Authority | | 1,239 | 3,500 | (2,261) | 35.40% | 611 | 6,410 |
| Bulk Water - Hampton | 1,000 | 3,000 | 12,000 | (9,000) | 25.00% | 12,000 | 22,000 |
| Fees - Water Tap | | | | | | | 9,240 |
| Fees - Water Irrigation | 73,185 | 173,073 | 400,000 | (226,927) | 43.27% | 92,791 | 358,420 |
| Fees - Meter Install | | 2,830 | 25,500 | (22,670) | 11.10% | 6,080 | 37,940 |
| Fees - Commercial Broken Pipe | 765 | 2,293 | 11,500 | (9,207) | 19.94% | 1,727 | 8,988 |
| Sewer Flat - Industrial | 32,052 | 98,956 | 350,000 | (251,044) | 28.27% | 74,155 | 344,247 |
| Sewer Flat - Residential | 538,002 | 1,595,009 | 6,450,000 | (4,854,991) | 24.73% | 1,100,171 | 6,078,128 |
| Sewer Flat - Commercial | 326,115 | 924,379 | 2,850,000 | (1,925,621) | 32.43% | 663,423 | 3,189,714 |
| Sewer Tap Fee | 2,325 | 2,325 | 24,200 | (21,875) | 9.61% | 9,200 | 36,950 |
| Wastewater Capacity Recovery Fee | 63,000 | 109,600 | | 109,600 | | 728,236 | 1,092,861 |
| Water Capacity Recovery Fee | 28,800 | 45,000 | | 45,000 | | 32,300 | 80,025 |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Stormwater - Residential Upper Tier | 40,648 | 121,145 | 489,316 | (368,171) | 24.76% | 86,118 | 477,433 |
| Stormwater - Residential Lower Tier | 19,621 | 57,816 | 243,662 | (185,846) | 23.73% | 40,751 | 222,245 |
| Stormwater - Commercial Fees | 196,353 | 587,580 | 2,426,823 | (1,839,243) | 24.21% | 449,422 | 2,315,435 |
| Sewer - Sun City | 154,963 | 461,927 | 1,600,000 | (1,138,073) | 28.87% | 285,221 | 1,767,556 |
| Sewer - Greyson Parc | 18,702 | 56,468 | 205,000 | (148,532) | 27.55% | 37,299 | 223,360 |
| Sewer - Teamon Pointe | 939 | 1,733 | | 1,733 | | | |
| Sewer - Spalding County | 309 | 899 | | 899 | | | 1,016 |
| Pass-Thru - Sewer | (165,302) | (325,709) | | (325,709) | | (155,819) | (1,734,947) |
| Fees - Electric Residential Service | 2,474,840 | 6,955,212 | 21,200,000 | (14,244,788) | 32.81% | 4,781,348 | 19,843,365 |
| Fees - Electric Commercial Service | 2,052,257 | 5,864,719 | 20,778,000 | (14,913,281) | 28.23% | 4,312,258 | 19,842,754 |
| Fees - Electric Industrial Service | 823,996 | 2,446,125 | 9,000,000 | (6,553,875) | 27.18% | 1,915,166 | 8,872,646 |
| Fees - Electric Fuel Adjustment | 932,984 | 2,648,676 | 8,800,000 | (6,151,324) | 30.10% | 1,903,204 | 8,384,171 |
| Fees - Electric Temporary Service | | 150 | 2,000 | (1,850) | 7.50% | 450 | 1,550 |
| Fees - Pole Rental Current Year | | 6,925 | 301,000 | (294,075) | 2.30% | | 280,988 |
| ECCR Adjustment | 176,035 | 499,750 | 1,610,988 | (1,111,238) | 31.02% | 359,108 | 1,581,934 |
| MEAG Pineview RECA Fees | (534) | (1,125) | | (1,125) | | | 1,278 |
| Telecom - Telephone Revenue | 3,403 | 10,135 | 44,304 | (34,169) | 22.88% | 5,615 | 38,356 |
| Telecom - Telephone Internal Customer Fees | 5,557 | 16,280 | 64,158 | (47,878) | 25.37% | 13,625 | 64,484 |
| Total utilities / enterprise charges and fees | 10,574,159 | 31,218,381 | 109,041,520 | (77,823,139) | 28.63% | 23,040,779 | 104,564,714 |
| Other / enterprise charges and fees | | | | | | | |
| Green Fees | 30,266 | 97,238 | 305,000 | (207,762) | 31.88% | 85,706 | 338,752 |
| Handicap Fees | 90 | 135 | 3,375 | (3,240) | 4.00% | 70 | 497 |
| Golf Cart Rentals | 31,101 | 104,413 | 395,000 | (290,587) | 26.43% | 132,421 | 412,089 |
| Merchandise Sales | 2,034 | 6,540 | 30,000 | (23,460) | 21.80% | 9,080 | 27,322 |
| Driving Range Fees | 3,210 | 8,280 | 38,000 | (29,720) | 21.79% | 11,972 | 40,481 |
| Membership Fees | 7,150 | 16,045 | 50,000 | (33,955) | 32.09% | 23,450 | 64,690 |
| Food & Beverage | 4,385 | 14,177 | 42,000 | (27,823) | 33.75% | 15,586 | 46,630 |
| Beer Sales | 1,349 | 4,631 | 20,000 | (15,369) | 23.16% | 6,585 | 20,896 |
| Pull Cart Rentals | 156 | 796 | 1,700 | (904) | 46.82% | 8 | 293 |
| Tournament Fees | 8,079 | 11,086 | 40,000 | (28,914) | 27.72% | 14,939 | 44,738 |
| Golf Balls | 3,131 | 11,865 | 35,000 | (23,135) | 33.90% | 13,589 | 42,139 |
| Fiber Fees | 59,045 | 176,246 | 725,451 | (549,205) | 24.29% | 109,898 | 691,946 |
| Fiber Fees - Internal Customer Fees | 43,394 | 129,389 | 497,651 | (368,262) | 26.00% | 105,198 | 502,497 |
| Total other / enterprise charges and fees | 193,390 | 580,841 | 2,183,177 | (1,602,336) | 26.61% | 528,502 | 2,232,970 |
| Other fees | | | | | | | |
| General Fund-Customer Service -Charges for Serv- - | 64,337 | 191,503 | 766,850 | (575,347) | 24.97% | 137,841 | 762,933 |
| Landfill Capital Surcharge Fee | 6,387 | 23,127 | 72,000 | (48,873) | 32.12% | 17,892 | 76,522 |
| Landfill Closure Surcharge Fee | 6,343 | 23,083 | 72,000 | (48,917) | 32.06% | 17,892 | 76,519 |
| Container Fees | 4,380 | 13,320 | 49,000 | (35,680) | 27.18% | 11,340 | 45,840 |
| Pole Installation | | | 5,000 | (5,000) | | | 70,337 |
| After Hours Service Fee | 2,150 | 4,475 | 20,000 | (15,525) | 22.38% | 5,075 | 31,459 |
| Connection Fees | 19,625 | 63,150 | 225,000 | (161,850) | 28.07% | 63,540 | 235,490 |
| Surge Protection Fees | 368 | 1,103 | 5,000 | (3,897) | 22.06% | 852 | 4,575 |
| Reconnect Fees | 17,935 | 37,425 | 210,000 | (172,575) | 17.82% | 59,360 | 203,590 |
| Underground Trenching | 1,068 | 16,296 | 45,000 | (28,704) | 36.21% | 20,762 | 125,196 |
| UGA Contracted Services | 60,020 | 60,020 | | 60,020 | | | 4,741 |
| Power Resoration Aid | | | 55,000 | (55,000) | | | |
| Total other fees | 182,613 | 433,502 | 1,524,850 | (1,091,348) | 28.43% | 334,554 | 1,637,202 |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Culture and recreation | | | | | | | |
| Still Branch WTP Gate Receipts | | | 4,000 | (4,000) | | 544 | 544 |
| Total culture and recreation | | | 4,000 | (4,000) | | 544 | 544 |
| Other charges for services | | | | | | | |
| Returned Check Fees | 2,905 | 9,590 | 32,500 | (22,910) | 29.51% | 10,635 | 34,120 |
| Delinquent Penalties | 167,014 | 440,284 | 1,675,000 | (1,234,716) | 26.29% | 427,359 | 1,574,762 |
| Total other charges for services | 169,919 | 449,874 | 1,707,500 | (1,257,626) | 26.35% | 437,994 | 1,608,882 |
| **TOTAL CHARGES FOR SERVICES** | **11,231,960** | **32,960,220** | **117,031,332** | **(84,071,112)** | **28.16%** | **24,628,519** | **110,941,369** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Water Tower | 7,316 | 21,851 | 87,212 | (65,361) | 25.06% | 19,657 | 84,806 |
| Sale of Excess Capacity | | | 100,000 | (100,000) | | 13,765 | 21,888 |
| Third-party Sales | 93,323 | 303,125 | 585,500 | (282,375) | 51.77% | 254,266 | 888,599 |
| Equipment Rental Fees | 1,324 | 5,418 | 15,173 | (9,755) | 35.71% | 4,479 | 15,539 |
| MEAG Refunding Flexible Operating | | | | | | 13,766 | 21,889 |
| MEAG Year End Settlement | | | 800,000 | (800,000) | | 3,355,432 | 5,373,535 |
| Settlements from Insurance Claims | 5,469 | 6,145 | | 6,145 | | 12,523 | 101,529 |
| Settlements from Insurance Claims | 12,038 | 18,965 | | 18,965 | | 98,257 | 797,496 |
| Cash Over/Short | 34 | 47 | | 47 | | (4,489) | 448 |
| Misc Revenue | 51,411 | 137,011 | 40,000 | 97,011 | 342.53% | 204,929 | 833,801 |
| **TOTAL RENTS AND ROYALTIES** | **170,915** | **492,562** | **1,627,885** | **(1,135,323)** | **30.26%** | **3,972,585** | **8,139,530** |
| **TOTAL OPERATING REVENUE** | **11,402,875** | **33,452,782** | **118,659,217** | **(85,206,435)** | **28.19%** | **28,601,554** | **119,081,349** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 1,076,308 | 3,004,675 | 15,174,841 | 12,170,166 | 19.80% | 2,583,185 | 11,737,904 |
| Employee Benefits | 303,022 | 1,001,541 | 5,824,064 | 4,822,523 | 17.20% | 959,294 | 3,642,444 |
| Allocated Payroll Costs | 30,888 | 92,663 | 370,652 | 277,989 | 25.00% | 80,678 | 322,713 |
| Total Personal Services and Employee Benefits | 1,410,218 | 4,098,879 | 21,369,557 | 17,270,678 | 19.18% | 3,623,157 | 15,703,061 |
| Purchased or Contracted Services | 825,734 | 2,729,609 | 16,487,114 | 13,757,505 | 16.56% | 2,655,237 | 12,464,941 |
| Utilities: | | | | | | | |
| Water/Sewerage | 24,859 | 63,972 | 217,325 | 153,353 | 29.44% | 44,011 | 239,274 |
| Natural Gas | 1,121 | 2,601 | 29,036 | 26,435 | 8.96% | 2,473 | 24,740 |
| Electricity | 212,623 | 605,939 | 2,611,500 | 2,005,561 | 23.20% | 586,212 | 2,291,197 |
| Propane | | | 92,900 | 92,900 | | | 42,012 |
| Gasoline | 96,561 | 205,958 | 1,466,619 | 1,260,661 | 14.04% | 139,806 | 838,676 |
| Stormwater | 3,535 | 10,605 | 42,912 | 32,307 | 24.71% | 10,328 | 41,588 |
| Customer Service Fee | 182 | 546 | 2,226 | 1,680 | 24.53% | 550 | 2,205 |
| Total Utilities | 338,881 | 889,621 | 4,462,518 | 3,572,897 | 19.94% | 783,380 | 3,479,692 |
| Supplies | 381,053 | 879,480 | 5,176,941 | 4,297,461 | 16.99% | 710,635 | 3,761,166 |
| Electricity for Resale | 4,018,473 | 11,617,852 | 42,700,038 | 31,082,186 | 27.21% | 11,418,004 | 42,010,582 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | 273,899 | 723,638 | 2,585,000 | 1,861,362 | 27.99% | 513,708 | 2,616,787 |
| Machinery and Equipment | 2,255 | 149,442 | 2,396,593 | 2,247,151 | 6.24% | 44,693 | 2,022,282 |
| Capital Outlay - Reclass to Balance Sheet | (276,154) | (873,080) | | 873,080 | | (558,400) | (4,639,069) |
| Total Capital Outlay | | | 4,981,593 | 4,981,593 | | 1 | |
| Depreciation Expense | 724,886 | 2,217,577 | 7,698,003 | 5,480,426 | 28.81% | 2,138,423 | 8,568,021 |
| Bad Debt | | | 219,000 | 219,000 | | 59,092 | 222,198 |
| Inter-Departmental Charges | 610,620 | 1,593,774 | 6,138,875 | 4,545,101 | 25.96% | 1,828,222 | 6,988,890 |
| Miscellaneous | | | 30,000 | 30,000 | | | 3,250 |
| **TOTAL OPERATING EXPENSE** | **8,309,865** | **24,026,792** | **109,263,639** | **85,236,847** | **21.99%** | **23,216,151** | **93,201,801** |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING INCOME (LOSS)** | **3,093,010** | **9,425,990** | **9,395,578** | **30,412** | **100.32%** | **5,385,403** | **25,879,548** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Federal Government Grants | | | | | | | |
| Capital | | | | | | | |
| Direct | | | | | | | 36,500 |
| Net Capital | | | | | | | 36,500 |
| Total Federal Government Grants | | | | | | | 36,500 |
| State Government Grants | | | | | | | |
| Operating - Categorical | | | | | | | |
| Direct | | | | | | | |
| Miscellaneous State Grant | | | | | | | 1,985 |
| Total Direct | | | | | | | 1,985 |
| Total Operating - Categorical | | | | | | | 1,985 |
| Capital | | | | | | | |
| Total Capital | | | | | | | 36,500 |
| Total State Government Grants | | | | | | | 1,985 |
| Total Intergovernmental revenue | | | | | | | 38,485 |
| Intergovernmental - Exp | | | (105,000) | 105,000 | | | (51,691) |
| Total Intergovernmental - net | | | (105,000) | 105,000 | | | (13,206) |
| Interest Income | | | | | | | |
| Bank Account Interest | 227 | 681 | | 681 | | 681 | 2,722 |
| Bank Account Interest | 250,907 | 828,509 | | 828,509 | | 140,035 | 1,542,607 |
| Dividends | 140,428 | 438,114 | | 438,114 | | 395,453 | 1,612,534 |
| P-Card Rebate Program | | | | | | 10,743 | 13,419 |
| Unrealized Gain/Loss on Investments | (772,323) | (1,058,895) | | (1,058,895) | | 248,035 | 83,545 |
| Total Interest/Investment Income | (380,761) | 208,409 | | 208,409 | | 794,947 | 3,254,827 |
| Principal | | | (8,137,660) | 8,137,660 | | | |
| Interest Expense | (44,832) | (2,086,382) | (4,573,540) | 2,487,158 | 45.62% | (442,056) | (2,665,498) |
| Total principal and interest expense | (44,832) | (2,086,382) | (12,711,200) | 10,624,818 | 16.41% | (442,056) | (2,665,498) |
| Contributions and donations | | | | | | | |
| Contributions & Donations | | | | | | | 5,622 |
| Total contributions and donations | | | | | | | 5,622 |
| Gain (loss) on sale of capital assets | | | | | | | |
| GMA Lease Proceeds | | | 758,500 | (758,500) | | | 339,489 |
| Total gain (loss) on sale of capital assets | | | 758,500 | (758,500) | | | 339,489 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **(425,593)** | **(1,877,973)** | **(12,057,700)** | **10,179,727** | **15.57%** | **352,891** | **921,234** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **2,667,417** | **7,548,017** | **(2,662,122)** | **10,210,139** | **(283.53%)** | **5,738,294** | **26,800,782** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | 109,944 | 109,944 | 3,573,509 | (3,463,565) | 3.08% | 191,334 | 901,104 |
| Transfers - out | (936,508) | (2,809,525) | (14,304,217) | 11,494,692 | 19.64% | (3,122,476) | (12,750,051) |
| **TOTAL TRANSFERS - NET** | **(826,564)** | **(2,699,581)** | **(10,730,708)** | **8,031,127** | **25.16%** | **(2,931,142)** | **(11,848,947)** |
| **CHANGE IN NET POSITION** | **$1,840,853** | **$4,848,436** | **($13,392,830)** | **$18,241,266** | **(36.20%)** | **$2,807,152** | **$14,951,835** |

# INTERIM STATEMENTS by Fund

*Business-Type Activities*

*For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $11,132,053 | $33,771,132 | $122,991,226 | ($89,220,094) | 27.46% | $29,587,835 | $123,620,876 |
| Total Expenditures | 9,291,204 | 28,922,700 | 136,384,056 | 107,461,356 | 21.21% | 26,780,681 | 108,669,040 |
| Revenues less expenditures | 1,840,849 | 4,848,432 | (13,392,830) | (18,241,262) | (36.20%) | 2,807,154 | 14,951,836 |
| Difference | $4 | $4 | | ($4) | 0.00% | ($2) | ($1) |

# INTERIM STATEMENTS by Fund

*Enterprise Funds*

*For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | Amended Budget | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING REVENUE** | | | | | | | |
| **LICENSE AND PERMITS** | | | | | | | |
| Non-business licenses and permits: | | | | | | | |
| Building and signs: | | | | | | | |
| Other permits | | | | | | $450 | $450 |
| Total building and sign permits | | | | | | 450 | 450 |
| Total non-business licenses and permits | | | | | | 450 | 450 |
| **TOTAL LICENSES AND PERMITS** | | | | | | **450** | **450** |
| **CHARGES FOR SERVICES** | | | | | | | |
| General government: | | | | | | | |
| Utilities Mgmt & Customer Svc Cost Allocation | | | 1,551,485 | (1,551,485) | | | |
| Total general government | | | 1,551,485 | 1,551,485 | 0.00% | | |
| Utilities / enterprise charges and fees | | | | | | | |
| Fees - Collection - Residential | 274,143 | 813,492 | 3,140,629 | (2,327,137) | 25.90% | 560,359 | 3,152,772 |
| Fees - Collection - Commercial | 123,374 | 368,289 | 1,410,000 | (1,041,711) | 26.12% | 260,721 | 1,427,375 |
| Fees - Transfer Station | 182,833 | 608,554 | 2,100,000 | (1,491,446) | 28.98% | 580,395 | 2,361,421 |
| Fees - Special Handling | 2,585 | 7,460 | 25,000 | (17,540) | 29.84% | 6,055 | 24,210 |
| Fees - Rolloff Containers | 51,700 | 188,147 | 824,000 | (635,853) | 22.83% | 227,473 | 866,760 |
| Fees - Yard Waste Disposal | 81,667 | 241,510 | 965,940 | (724,430) | 25.00% | 168,664 | 943,638 |
| Fees - Yard Waste Special Handling | | (509) | | (509) | | (7) | (144) |
| Sale of Recycled Materials | 1,106 | 3,382 | 3,000 | 382 | 112.73% | 13,520 | 54,335 |
| Permit Fees - Commercial Hauler | 300 | 700 | 4,000 | (3,300) | 17.50% | 700 | 2,500 |
| Fees - Landfill Use | 247,930 | 923,905 | 2,640,000 | (1,716,095) | 35.00% | 663,443 | 2,929,598 |
| Recycling Fees Sort Line | 10,638 | 32,931 | 150,000 | (117,069) | 21.95% | | 44,522 |
| Water Institutional | 29,702 | 69,431 | 200,000 | (130,569) | 34.72% | 63,284 | 247,438 |
| Fees - Water Industrial | 29,324 | 89,066 | 375,000 | (285,934) | 23.75% | 74,327 | 318,581 |
| Fees - Water Residential | 400,567 | 1,169,171 | 4,950,000 | (3,780,829) | 23.62% | 819,256 | 4,445,429 |
| Fees - Water Commercial | 119,429 | 372,056 | 1,900,000 | (1,527,944) | 19.58% | 250,281 | 1,478,363 |
| Pass-Thru Water Spalding County | (472,460) | (950,936) | (5,800,000) | 4,849,064 | 16.40% | (971,505) | (5,323,219) |
| Fees - Fire Hydrant Water | | 6,270 | 25,000 | (18,730) | 25.08% | 4,821 | 31,756 |
| Fees - Water Lock Cut | 600 | 1,500 | 3,000 | (1,500) | 50.00% | 1,125 | 5,275 |
| Bulk Water - Spalding County | 1,102,588 | 3,240,591 | 12,250,000 | (9,009,409) | 26.45% | 2,126,525 | 11,381,106 |
| Bulk Water - Williamson | 9,755 | 29,040 | 110,000 | (80,960) | 26.40% | 18,230 | 93,180 |
| Bulk Water - Zebulon | 69,040 | 138,318 | 485,000 | (346,682) | 28.52% | 77,594 | 410,271 |
| Bulk Water - Butts County | 2,467 | 8,578 | 43,000 | (34,422) | 19.95% | 6,355 | 32,841 |
| Bulk Water - Coweta County | 506,850 | 1,487,850 | 6,340,000 | (4,852,150) | 23.47% | 1,332,145 | 6,177,445 |
| Bulk Water - Barnesville | | | | | | 17 | 36 |
| Bulk Water - City of Concord | 6 | 2,283 | 6,000 | (3,717) | 38.05% | 1,301 | 6,817 |
| Bulk Water - Pike Co Water & Sewerage Authority | | 1,239 | 3,500 | (2,261) | 35.40% | 611 | 6,410 |
| Bulk Water - Hampton | 1,000 | 3,000 | 12,000 | (9,000) | 25.00% | 12,000 | 22,000 |
| Fees - Water Tap | | | | | | | 9,240 |
| Fees - Water Irrigation | 73,185 | 173,073 | 400,000 | (226,927) | 43.27% | 92,791 | 358,420 |
| Fees - Meter Install | | 2,830 | 25,500 | (22,670) | 11.10% | 6,080 | 37,940 |
| Fees - Commercial Broken Pipe | 765 | 2,293 | 11,500 | (9,207) | 19.94% | 1,727 | 8,988 |
| Sewer Flat - Industrial | 32,052 | 98,956 | 350,000 | (251,044) | 28.27% | 74,155 | 344,247 |
| Sewer Flat - Residential | 538,002 | 1,595,009 | 6,450,000 | (4,854,991) | 24.73% | 1,100,171 | 6,078,128 |
| Sewer Flat - Commercial | 326,115 | 924,379 | 2,850,000 | (1,925,621) | 32.43% | 663,423 | 3,189,714 |
| Sewer Tap Fee | 2,325 | 2,325 | 24,200 | (21,875) | 9.61% | 9,200 | 36,950 |
| Wastewater Capacity Recovery Fee | 63,000 | 109,600 | | 109,600 | | 728,236 | 1,092,861 |
| Water Capacity Recovery Fee | 28,800 | 45,000 | | 45,000 | | 32,300 | 80,025 |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Stormwater - Residential Upper Tier | 40,648 | 121,145 | 489,316 | (368,171) | 24.76% | 86,118 | 477,433 |
| Stormwater - Residential Lower Tier | 19,621 | 57,816 | 243,662 | (185,846) | 23.73% | 40,751 | 222,245 |
| Stormwater - Commercial Fees | 196,353 | 587,580 | 2,426,823 | (1,839,243) | 24.21% | 449,422 | 2,315,435 |
| Sewer - Sun City | 154,963 | 461,927 | 1,600,000 | (1,138,073) | 28.87% | 285,221 | 1,767,556 |
| Sewer - Greyson Parc | 18,702 | 56,468 | 205,000 | (148,532) | 27.55% | 37,299 | 223,360 |
| Sewer - Teamon Pointe | 939 | 1,733 | | 1,733 | | | |
| Sewer - Spalding County | 309 | 899 | | 899 | | | 1,016 |
| Pass-Thru - Sewer | (165,302) | (325,709) | | (325,709) | | (155,819) | (1,734,947) |
| Fees - Electric Residential Service | 2,474,840 | 6,955,212 | 21,200,000 | (14,244,788) | 32.81% | 4,781,348 | 19,843,365 |
| Fees - Electric Commercial Service | 2,052,257 | 5,864,719 | 20,778,000 | (14,913,281) | 28.23% | 4,312,258 | 19,842,754 |
| Fees - Electric Industrial Service | 823,996 | 2,446,125 | 9,000,000 | (6,553,875) | 27.18% | 1,915,166 | 8,872,646 |
| Fees - Electric Fuel Adjustment | 932,984 | 2,648,676 | 8,800,000 | (6,151,324) | 30.10% | 1,903,204 | 8,384,171 |
| Fees - Electric Temporary Service | | 150 | 2,000 | (1,850) | 7.50% | 450 | 1,550 |
| Fees - Pole Rental Current Year | | 6,925 | 301,000 | (294,075) | 2.30% | | 280,988 |
| ECCR Adjustment | 176,035 | 499,750 | 1,610,988 | (1,111,238) | 31.02% | 359,108 | 1,581,934 |
| MEAG Pineview RECA Fees | (534) | (1,125) | | (1,125) | | | 1,278 |
| Telecom - Telephone Revenue | 3,403 | 10,135 | 44,304 | (34,169) | 22.88% | 5,615 | 38,356 |
| Telecom - Telephone Internal Customer Fees | 5,557 | 16,280 | 64,158 | (47,878) | 25.37% | 13,625 | 64,484 |
| Total utilities / enterprise charges and fees | 10,574,159 | 31,217,489 | 109,041,520 | (77,824,031) | 28.63% | 23,039,539 | 104,560,853 |
| Other / enterprise charges and fees | | | | | | | |
| Green Fees | 30,266 | 97,238 | 305,000 | (207,762) | 31.88% | 85,706 | 338,752 |
| Handicap Fees | 90 | 135 | 3,375 | (3,240) | 4.00% | 70 | 497 |
| Golf Cart Rentals | 31,101 | 104,413 | 395,000 | (290,587) | 26.43% | 132,421 | 412,089 |
| Merchandise Sales | 2,034 | 6,540 | 30,000 | (23,460) | 21.80% | 9,080 | 27,322 |
| Driving Range Fees | 3,210 | 8,280 | 38,000 | (29,720) | 21.79% | 11,972 | 40,481 |
| Membership Fees | 7,150 | 16,045 | 50,000 | (33,955) | 32.09% | 23,450 | 64,690 |
| Food & Beverage | 4,385 | 14,177 | 42,000 | (27,823) | 33.75% | 15,586 | 46,630 |
| Beer Sales | 1,349 | 4,631 | 20,000 | (15,369) | 23.16% | 6,585 | 20,896 |
| Pull Cart Rentals | 156 | 796 | 1,700 | (904) | 46.82% | 8 | 293 |
| Tournament Fees | 8,079 | 11,086 | 40,000 | (28,914) | 27.72% | 14,939 | 44,738 |
| Golf Balls | 3,131 | 11,865 | 35,000 | (23,135) | 33.90% | 13,589 | 42,139 |
| Fiber Fees | 59,045 | 176,246 | 725,451 | (549,205) | 24.29% | 109,898 | 691,946 |
| Fiber Fees - Internal Customer Fees | 43,394 | 129,389 | 497,651 | (368,262) | 26.00% | 105,198 | 502,497 |
| Total other / enterprise charges and fees | 193,390 | 580,841 | 2,183,177 | (1,602,336) | 26.61% | 528,502 | 2,232,970 |
| Other fees | | | | | | | |
| General Fund-Customer Service -Charges for Serv- - | 64,337 | 191,503 | 766,850 | (575,347) | 24.97% | 137,841 | 762,933 |
| Landfill Capital Surcharge Fee | 6,387 | 23,127 | 72,000 | (48,873) | 32.12% | 17,892 | 76,522 |
| Landfill Closure Surcharge Fee | 6,343 | 23,083 | 72,000 | (48,917) | 32.06% | 17,892 | 76,519 |
| Container Fees | 4,380 | 13,320 | 49,000 | (35,680) | 27.18% | 11,340 | 45,840 |
| Pole Installation | | | 5,000 | (5,000) | | | 70,337 |
| After Hours Service Fee | 2,150 | 4,475 | 20,000 | (15,525) | 22.38% | 5,075 | 31,459 |
| Connection Fees | 19,625 | 63,150 | 225,000 | (161,850) | 28.07% | 63,540 | 235,490 |
| Surge Protection Fees | 368 | 1,103 | 5,000 | (3,897) | 22.06% | 852 | 4,575 |
| Reconnect Fees | 17,935 | 37,425 | 210,000 | (172,575) | 17.82% | 59,360 | 203,590 |
| Underground Trenching | 1,068 | 16,296 | 45,000 | (28,704) | 36.21% | 20,762 | 125,196 |
| UGA Contracted Services | 60,020 | 60,020 | | 60,020 | | | 4,741 |
| Power Resoration Aid | | | 55,000 | (55,000) | | | |
| Total other fees | 182,613 | 433,502 | 1,524,850 | (1,091,348) | 28.43% | 334,554 | 1,637,202 |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Culture and recreation | | | | | | | |
| Still Branch WTP Gate Receipts | | | 4,000 | (4,000) | | 544 | 544 |
| Total culture and recreation | | | 4,000 | (4,000) | | 544 | 544 |
| Other charges for services | | | | | | | |
| Returned Check Fees | 2,905 | 9,590 | 32,500 | (22,910) | 29.51% | 10,635 | 34,120 |
| Delinquent Penalties | 167,014 | 440,284 | 1,675,000 | (1,234,716) | 26.29% | 427,359 | 1,574,762 |
| Total other charges for services | 169,919 | 449,874 | 1,707,500 | (1,257,626) | 26.35% | 437,994 | 1,608,882 |
| **TOTAL CHARGES FOR SERVICES** | **11,120,081** | **32,681,706** | **116,012,532** | **(83,330,826)** | **28.17%** | **24,341,133** | **110,040,451** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Water Tower | 7,316 | 21,851 | 87,212 | (65,361) | 25.06% | 19,657 | 84,806 |
| Sale of Excess Capacity | | | 100,000 | (100,000) | | 13,765 | 21,888 |
| Third-party Sales | 93,323 | 303,125 | 585,500 | (282,375) | 51.77% | 254,266 | 888,599 |
| Equipment Rental Fees | 1,324 | 5,418 | 15,173 | (9,755) | 35.71% | 4,479 | 15,539 |
| MEAG Refunding Flexible Operating | | | | | | 13,766 | 21,889 |
| MEAG Year End Settlement | | | 800,000 | (800,000) | | 3,355,432 | 5,373,535 |
| Settlements from Insurance Claims | 5,469 | 6,145 | | 6,145 | | 12,523 | 101,529 |
| Settlements from Insurance Claims | 12,038 | 18,965 | | 18,965 | | 98,257 | 780,391 |
| Cash Over/Short | 34 | 47 | | 47 | | (4,489) | 448 |
| Misc Revenue | 50,657 | 135,027 | 40,000 | 95,027 | 337.57% | 199,739 | 812,240 |
| **TOTAL RENTS AND ROYALTIES** | **170,161** | **490,578** | **1,627,885** | **(1,137,307)** | **30.14%** | **3,967,395** | **8,100,864** |
| **TOTAL OPERATING REVENUE** | **11,290,242** | **33,172,284** | **117,640,417** | **(84,468,133)** | **28.20%** | **28,308,978** | **118,141,765** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 1,038,401 | 2,901,510 | 14,394,162 | 11,492,652 | 20.16% | 2,477,598 | 11,277,426 |
| Employee Benefits | 293,018 | 970,190 | 5,522,567 | 4,552,377 | 17.57% | 923,987 | 3,509,175 |
| Allocated Payroll Costs | 30,888 | 92,663 | 370,652 | 277,989 | 25.00% | 80,678 | 322,713 |
| Total Personal Services and Employee Benefits | 1,362,307 | 3,964,363 | 20,287,381 | 16,323,018 | 19.54% | 3,482,263 | 15,109,314 |
| Purchased or Contracted Services | 819,448 | 2,648,819 | 16,301,733 | 13,652,914 | 16.25% | 2,635,804 | 12,381,722 |
| Utilities: | | | | | | | |
| Water/Sewerage | 23,808 | 62,226 | 211,525 | 149,299 | 29.42% | 42,900 | 234,794 |
| Natural Gas | 515 | 1,186 | 19,036 | 17,850 | 6.23% | 1,284 | 14,960 |
| Electricity | 210,560 | 600,022 | 2,587,500 | 1,987,478 | 23.19% | 580,023 | 2,269,146 |
| Propane | | | 92,900 | 92,900 | | | 42,012 |
| Gasoline | 95,853 | 200,207 | 1,443,915 | 1,243,708 | 13.87% | 138,468 | 831,562 |
| Stormwater | 3,053 | 9,160 | 36,301 | 27,141 | 25.23% | 8,920 | 35,921 |
| Customer Service Fee | 172 | 515 | 2,100 | 1,585 | 24.52% | 518 | 2,079 |
| Total Utilities | 333,961 | 873,316 | 4,393,277 | 3,519,961 | 19.88% | 772,113 | 3,430,474 |
| Supplies | 280,508 | 670,755 | 4,434,796 | 3,764,041 | 15.12% | 554,086 | 3,127,357 |
| Electricity for Resale | 4,018,473 | 11,617,852 | 42,700,038 | 31,082,186 | 27.21% | 11,418,004 | 42,010,582 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | 273,899 | 723,638 | 2,585,000 | 1,861,362 | 27.99% | 513,708 | 2,616,787 |
| Machinery and Equipment | 2,255 | 149,442 | 2,176,593 | 2,027,151 | 6.87% | 44,693 | 1,964,615 |
| Capital Outlay - Reclass to Balance Sheet | (276,154) | (873,080) | | 873,080 | | (558,400) | (4,581,401) |
| Total Capital Outlay | | | 4,761,593 | 4,761,593 | | 1 | 1 |
| Depreciation Expense | 717,220 | 2,194,578 | 7,621,967 | 5,427,389 | 28.79% | 2,117,713 | 8,480,511 |
| Bad Debt | | | 219,000 | 219,000 | | 59,092 | 222,198 |
| Inter-Departmental Charges | 584,958 | 1,524,796 | 5,924,764 | 4,399,968 | 25.74% | 1,729,476 | 6,686,166 |
| Miscellaneous | | | 30,000 | 30,000 | | | 3,250 |
| **TOTAL OPERATING EXPENSE** | **8,116,875** | **23,494,479** | **106,674,549** | **83,180,070** | **22.02%** | **22,768,552** | **91,451,575** |

# INTERIM STATEMENTS by Fund

*Enterprise Funds*

*For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING INCOME (LOSS)** | **3,173,367** | **9,677,805** | **10,965,868** | **(1,288,063)** | **88.25%** | **5,540,426** | **26,690,190** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Federal Government Grants | | | | | | | |
| Capital | | | | | | | |
| Direct | | | | | | | 36,500 |
| Net Capital | | | | | | | 36,500 |
| Total Federal Government Grants | | | | | | | 36,500 |
| State Government Grants | | | | | | | |
| Operating - Categorical | | | | | | | |
| Direct | | | | | | | |
| Miscellaneous State Grant | | | | | | | 1,985 |
| Total Direct | | | | | | | 1,985 |
| Total Operating - Categorical | | | | | | | 1,985 |
| Capital | | | | | | | |
| Total Capital | | | | | | | 36,500 |
| Total State Government Grants | | | | | | | 1,985 |
| Total Intergovernmental revenue | | | | | | | 38,485 |
| Intergovernmental - Exp | | | (105,000) | 105,000 | | | (51,691) |
| Total Intergovernmental - net | | | (105,000) | 105,000 | | | (13,206) |
| Interest Income | | | | | | | |
| Bank Account Interest | 227 | 681 | | 681 | | 681 | 2,722 |
| Bank Account Interest | 250,907 | 828,509 | | 828,509 | | 140,035 | 1,542,607 |
| Dividends | 140,428 | 438,114 | | 438,114 | | 395,453 | 1,612,534 |
| P-Card Rebate Program | | | | | | 10,743 | 13,419 |
| Unrealized Gain/Loss on Investments | (772,323) | (1,058,895) | | (1,058,895) | | 248,035 | 83,545 |
| Total Interest/Investment Income | (380,761) | 208,409 | | 208,409 | | 794,947 | 3,254,827 |
| Principal | | | (8,100,890) | 8,100,890 | | | |
| Interest Expense | (44,832) | (2,086,382) | (4,565,240) | 2,478,858 | 45.70% | (442,056) | (2,665,498) |
| Total principal and interest expense | (44,832) | (2,086,382) | (12,666,130) | 10,579,748 | 16.47% | (442,056) | (2,665,498) |
| Contributions and donations | | | | | | | |
| Contributions & Donations | | | | | | | 5,622 |
| Total contributions and donations | | | | | | | 5,622 |
| Gain (loss) on sale of capital assets | | | | | | | |
| GMA Lease Proceeds | | | 538,500 | (538,500) | | | 339,489 |
| Total gain (loss) on sale of capital assets | | | 538,500 | (538,500) | | | 339,489 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **(425,593)** | **(1,877,973)** | **(12,232,630)** | **10,354,657** | **15.35%** | **352,891** | **921,234** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **2,747,774** | **7,799,832** | **(1,266,762)** | **9,066,594** | **(615.73%)** | **5,893,317** | **27,611,424** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | | | 2,254,185 | (2,254,185) | | 130,070 | 648,740 |
| Transfers - out | (936,508) | (2,809,525) | (14,304,217) | 11,494,692 | 19.64% | (3,122,476) | (12,750,051) |
| **TOTAL TRANSFERS - NET** | **(936,508)** | **(2,809,525)** | **(12,050,032)** | **9,240,507** | **23.32%** | **(2,992,406)** | **(12,101,311)** |
| **CHANGE IN NET POSITION** | **$1,811,266** | **$4,990,307** | **($13,316,794)** | **$18,307,101** | **(37.47%)** | **$2,900,911** | **$15,510,113** |

# INTERIM STATEMENTS by Fund

*Enterprise Funds*

*For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $10,909,476 | $33,380,690 | $120,433,102 | ($87,052,412) | 27.72% | $29,233,995 | $122,428,928 |
| Total Expenditures | 9,098,216 | 28,390,386 | 133,749,896 | 105,359,510 | 21.23% | 26,333,082 | 106,918,814 |
| Revenues less expenditures | 1,811,260 | 4,990,304 | (13,316,794) | (18,307,098) | (37.47%) | 2,900,913 | 15,510,114 |
| Difference | $6 | $3 | | ($3) | 0.00% | ($2) | ($1) |

# INTERIM STATEMENTS by Fund
## 505-Water/Wastewater Utility Fund
### For the Three Months Ending Wednesday, September 30, 2026

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **LICENSE AND PERMITS** | | | | | | | |
| Non-business licenses and permits: | | | | | | | |
| Building and signs: | | | | | | | |
| Other permits | | | | | | $450 | $450 |
| Total building and sign permits | | | | | | 450 | 450 |
| Total non-business licenses and permits | | | | | | 450 | 450 |
| **TOTAL LICENSES AND PERMITS** | | | | | | **450** | **450** |
| **CHARGES FOR SERVICES** | | | | | | | |
| Utilities / enterprise charges and fees | | | | | | | |
| Sale of Recycled Materials | | | 3,000 | (3,000) | | | 3,643 |
| Water Institutional | 29,702 | 69,431 | 200,000 | (130,569) | 34.72% | 63,284 | 247,438 |
| Fees - Water Industrial | 29,324 | 89,066 | 375,000 | (285,934) | 23.75% | 74,327 | 318,581 |
| Fees - Water Residential | 400,567 | 1,169,171 | 4,950,000 | (3,780,829) | 23.62% | 819,256 | 4,445,429 |
| Fees - Water Commercial | 119,429 | 372,056 | 1,900,000 | (1,527,944) | 19.58% | 250,281 | 1,478,363 |
| Pass-Thru Water Spalding County | (472,460) | (950,936) | (5,800,000) | 4,849,064 | 16.40% | (971,505) | (5,323,219) |
| Fees - Fire Hydrant Water | | 6,270 | 25,000 | (18,730) | 25.08% | 4,821 | 31,756 |
| Fees - Water Lock Cut | 600 | 1,500 | 3,000 | (1,500) | 50.00% | 1,125 | 5,275 |
| Bulk Water - Spalding County | 1,102,588 | 3,240,591 | 12,250,000 | (9,009,409) | 26.45% | 2,126,525 | 11,381,106 |
| Bulk Water - Williamson | 9,755 | 29,040 | 110,000 | (80,960) | 26.40% | 18,230 | 93,180 |
| Bulk Water - Zebulon | 69,040 | 138,318 | 485,000 | (346,682) | 28.52% | 77,594 | 410,271 |
| Bulk Water - Butts County | 2,467 | 8,578 | 43,000 | (34,422) | 19.95% | 6,355 | 32,841 |
| Bulk Water - Coweta County | 506,850 | 1,487,850 | 6,340,000 | (4,852,150) | 23.47% | 1,332,145 | 6,177,445 |
| Bulk Water - Barnesville | | | | | | 17 | 36 |
| Bulk Water - City of Concord | 6 | 2,283 | 6,000 | (3,717) | 38.05% | 1,301 | 6,817 |
| Bulk Water - Pike Co Water & Sewerage Authority | | 1,239 | 3,500 | (2,261) | 35.40% | 611 | 6,410 |
| Bulk Water - Hampton | 1,000 | 3,000 | 12,000 | (9,000) | 25.00% | 12,000 | 22,000 |
| Fees - Water Tap | | | | | | | 9,240 |
| Fees - Water Irrigation | 73,185 | 173,073 | 400,000 | (226,927) | 43.27% | 92,791 | 358,420 |
| Fees - Meter Install | | 2,830 | 25,500 | (22,670) | 11.10% | 6,080 | 37,940 |
| Fees - Commercial Broken Pipe | 765 | 2,293 | 11,500 | (9,207) | 19.94% | 1,727 | 8,988 |
| Sewer Flat - Industrial | 32,052 | 98,956 | 350,000 | (251,044) | 28.27% | 74,155 | 344,247 |
| Sewer Flat - Residential | 538,002 | 1,595,009 | 6,450,000 | (4,854,991) | 24.73% | 1,100,171 | 6,078,128 |
| Sewer Flat - Commercial | 326,115 | 924,379 | 2,850,000 | (1,925,621) | 32.43% | 663,423 | 3,189,714 |
| Sewer Tap Fee | 2,325 | 2,325 | 24,200 | (21,875) | 9.61% | 9,200 | 36,950 |
| Wastewater Capacity Recovery Fee | 63,000 | 109,600 | | 109,600 | | 728,236 | 1,092,861 |
| Water Capacity Recovery Fee | 28,800 | 45,000 | | 45,000 | | 32,300 | 80,025 |
| Sewer - Sun City | 154,963 | 461,927 | 1,600,000 | (1,138,073) | 28.87% | 285,221 | 1,767,556 |
| Sewer - Greyson Parc | 18,702 | 56,468 | 205,000 | (148,532) | 27.55% | 37,299 | 223,360 |
| Sewer - Teamon Pointe | 939 | 1,733 | | 1,733 | | | |
| Sewer - Spalding County | 309 | 899 | | 899 | | | 1,016 |
| Pass-Thru - Sewer | (165,302) | (325,709) | | (325,709) | | (155,819) | (1,734,947) |
| Total utilities / enterprise charges and fees | 2,872,723 | 8,816,240 | 32,821,700 | (24,005,460) | 26.86% | 6,691,151 | 30,830,870 |
| Culture and recreation | | | | | | | |
| Still Branch WTP Gate Receipts | | | 4,000 | (4,000) | | 544 | 544 |
| Total culture and recreation | | | 4,000 | (4,000) | | 544 | 544 |
| Other charges for services | | | | | | | |
| Returned Check Fees | | 140 | | 140 | | | |
| Total other charges for services | | 140 | | 140 | | | |
| **TOTAL CHARGES FOR SERVICES** | **2,872,723** | **8,816,380** | **32,825,700** | **(24,009,320)** | **26.86%** | **6,691,695** | **30,831,414** |

# INTERIM STATEMENTS by Fund

## *505-Water/Wastewater Utility Fund*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **RENTS AND ROYALTIES** | | | | | | | |
| Water Tower | 7,316 | 21,851 | 87,212 | (65,361) | 25.06% | 19,657 | 84,806 |
| Settlements from Insurance Claims | | 676 | | 676 | | | |
| Settlements from Insurance Claims | | 6,480 | | 6,480 | | | 31,675 |
| Misc Revenue | 20,427 | 49,387 | | 49,387 | | 72,004 | 279,980 |
| **TOTAL RENTS AND ROYALTIES** | **27,743** | **78,394** | **87,212** | **(8,818)** | **89.89%** | **91,661** | **396,461** |
| **TOTAL OPERATING REVENUE** | **2,900,466** | **8,894,774** | **32,912,912** | **(24,018,138)** | **27.03%** | **6,783,806** | **31,228,325** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 363,371 | 1,008,716 | 5,097,652 | 4,088,936 | 19.79% | 821,971 | 3,825,989 |
| Employee Benefits | 103,751 | 333,868 | 1,999,928 | 1,666,060 | 16.69% | 326,707 | 1,222,559 |
| Allocated Payroll Costs | 48,821 | 146,463 | 585,851 | 439,388 | 25.00% | 126,294 | 505,176 |
| Total Personal Services and Employee Benefits | 515,943 | 1,489,047 | 7,683,431 | 6,194,384 | 19.38% | 1,274,972 | 5,553,724 |
| Purchased or Contracted Services | 199,320 | 790,951 | 4,610,135 | 3,819,184 | 17.16% | 467,264 | 2,509,212 |
| Utilities: | | | | | | | |
| Water/Sewerage | 22,294 | 57,742 | 191,300 | 133,558 | 30.18% | 38,477 | 218,863 |
| Natural Gas | 262 | 646 | 15,600 | 14,954 | 4.14% | 809 | 11,598 |
| Electricity | 201,423 | 575,675 | 2,472,400 | 1,896,725 | 23.28% | 557,151 | 2,172,830 |
| Propane | | | 92,900 | 92,900 | | | 42,012 |
| Gasoline | 16,489 | 32,692 | 318,218 | 285,526 | 10.27% | 19,430 | 144,480 |
| Stormwater | 742 | 2,226 | 8,976 | 6,750 | 24.80% | 2,168 | 8,731 |
| Customer Service Fee | 137 | 410 | 1,638 | 1,228 | 25.03% | 410 | 1,638 |
| Total Utilities | 241,347 | 669,391 | 3,101,032 | 2,431,641 | 21.59% | 618,445 | 2,600,152 |
| Supplies | 198,752 | 436,654 | 2,769,045 | 2,332,391 | 15.77% | 350,011 | 1,926,807 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | | 181,906 | | (181,906) | | | 829,290 |
| Machinery and Equipment | | 8,672 | 491,545 | 482,873 | 1.76% | 5,693 | 332,743 |
| Capital Outlay - Reclass to Balance Sheet | | (190,578) | | 190,578 | | (5,693) | (1,162,033) |
| Total Capital Outlay | | | 491,545 | 491,545 | | | |
| Depreciation Expense | 412,522 | 1,435,981 | 4,402,106 | 2,966,125 | 32.62% | 1,208,075 | 4,831,786 |
| Bad Debt | | | | | | 17,096 | 64,283 |
| Inter-Departmental Charges | 204,350 | 535,817 | 2,588,274 | 2,052,457 | 20.70% | 583,963 | 2,296,244 |
| Miscellaneous | | | 30,000 | 30,000 | | | 3,250 |
| **TOTAL OPERATING EXPENSE** | **1,772,234** | **5,357,841** | **25,675,568** | **20,317,727** | **20.87%** | **4,519,826** | **19,785,458** |
| **OPERATING INCOME (LOSS)** | **1,128,232** | **3,536,933** | **7,237,344** | **(3,700,411)** | **48.87%** | **2,263,980** | **11,442,867** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Interest Income | | | | | | | |
| Bank Account Interest | 154,016 | 703,564 | | 703,564 | | 21,149 | 1,180,282 |
| P-Card Rebate Program | | | | | | 2,997 | 5,673 |
| Unrealized Gain/Loss on Investments | (38,771) | (57,164) | | (57,164) | | 15,581 | 13,778 |
| Total Interest/Investment Income | 115,245 | 646,400 | | 646,400 | | 39,727 | 1,199,733 |
| Principal | | | (7,130,500) | 7,130,500 | | | |
| Interest Expense | (35,552) | (2,057,855) | (4,398,300) | 2,340,445 | 46.79% | (409,553) | (2,536,352) |
| Total principal and interest expense | (35,552) | (2,057,855) | (11,528,800) | 9,470,945 | 17.85% | (409,553) | (2,536,352) |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **79,693** | **(1,411,455)** | **(11,528,800)** | **10,117,345** | **12.24%** | **(369,826)** | **(1,336,619)** |

# INTERIM STATEMENTS by Fund

## *505-Water/Wastewater Utility Fund*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **INCOME (LOSS) BEFORE TRANSFERS** | **1,207,925** | **2,125,478** | **(4,291,456)** | **6,416,934** | **(49.53%)** | **1,894,154** | **10,106,248** |
| **TRANSFERS** | | | | | | | |
| Transfers - out | | | (3,066,115) | 3,066,115 | | (642,500) | (2,830,148) |
| **TOTAL TRANSFERS - NET** | | | **(3,066,115)** | **3,066,115** | | **(642,500)** | **(2,830,148)** |
| **CHANGE IN NET POSITION** | **$1,207,925** | **$2,125,478** | **($7,357,571)** | **$9,483,049** | **(28.89%)** | **$1,251,654** | **$7,276,100** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $3,015,711 | $9,541,174 | $32,912,912 | ($23,371,738) | 28.99% | $6,823,534 | $32,428,058 |
| Total Expenditures | 1,807,787 | 7,415,695 | 40,270,483 | 32,854,788 | 18.41% | 5,571,877 | 25,151,956 |
| Revenues less expenditures | 1,207,924 | 2,125,479 | (7,357,571) | (9,483,050) | (28.89%) | 1,251,657 | 7,276,102 |
| Difference | $1 | ($1) | | $1 | 0.00% | ($3) | ($2) |

# INTERIM STATEMENTS by Fund

## *510-Electric Utility Fund*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | Amended Budget | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **OPERATING REVENUE** | | | | | | | |
| **CHARGES FOR SERVICES** | | | | | | | |
| General government: | | | | | | | |
| Utilities Mgmt & Customer Svc Cost Allocation | | | $1,551,485 | ($1,551,485) | | | |
| Total general government | | | 1,551,485 | 1,551,485 | 0.00% | | |
| Utilities / enterprise charges and fees | | | | | | | |
| Fees - Electric Residential Service | 2,474,840 | 6,955,212 | 21,200,000 | (14,244,788) | 32.81% | 4,781,348 | 19,843,365 |
| Fees - Electric Commercial Service | 2,052,257 | 5,864,719 | 20,778,000 | (14,913,281) | 28.23% | 4,312,258 | 19,842,754 |
| Fees - Electric Industrial Service | 823,996 | 2,446,125 | 9,000,000 | (6,553,875) | 27.18% | 1,915,166 | 8,872,646 |
| Fees - Electric Fuel Adjustment | 932,984 | 2,648,676 | 8,800,000 | (6,151,324) | 30.10% | 1,903,204 | 8,384,171 |
| Fees - Electric Temporary Service | | 150 | 2,000 | (1,850) | 7.50% | 450 | 1,550 |
| Fees - Pole Rental Current Year | | 6,925 | 301,000 | (294,075) | 2.30% | | 280,988 |
| ECCR Adjustment | 176,035 | 499,750 | 1,610,988 | (1,111,238) | 31.02% | 359,108 | 1,581,934 |
| MEAG Pineview RECA Fees | (534) | (1,125) | | (1,125) | | | 1,278 |
| Total utilities / enterprise charges and fees | 6,459,578 | 18,420,432 | 61,691,988 | (43,271,556) | 29.86% | 13,271,534 | 58,808,686 |
| Other fees | | | | | | | |
| General Fund-Customer Service -Charges for Serv- - | 64,337 | 191,503 | 766,850 | (575,347) | 24.97% | 137,841 | 762,933 |
| Pole Installation | | | 5,000 | (5,000) | | | 70,337 |
| After Hours Service Fee | 2,150 | 4,475 | 20,000 | (15,525) | 22.38% | 5,075 | 31,459 |
| Connection Fees | 19,625 | 63,150 | 225,000 | (161,850) | 28.07% | 63,540 | 235,490 |
| Surge Protection Fees | 368 | 1,103 | 5,000 | (3,897) | 22.06% | 852 | 4,575 |
| Reconnect Fees | 17,935 | 37,425 | 210,000 | (172,575) | 17.82% | 59,360 | 203,590 |
| Underground Trenching | 1,068 | 16,296 | 45,000 | (28,704) | 36.21% | 20,762 | 125,196 |
| UGA Contracted Services | 60,020 | 60,020 | | 60,020 | | | 4,741 |
| Power Resoration Aid | | | 55,000 | (55,000) | | | |
| Total other fees | 165,503 | 373,972 | 1,331,850 | (957,878) | 28.08% | 287,430 | 1,438,321 |
| Other charges for services | | | | | | | |
| Returned Check Fees | 2,905 | 9,450 | 32,500 | (23,050) | 29.08% | 10,605 | 34,020 |
| Delinquent Penalties | 167,014 | 440,284 | 1,675,000 | (1,234,716) | 26.29% | 427,359 | 1,574,762 |
| Total other charges for services | 169,919 | 449,734 | 1,707,500 | (1,257,766) | 26.34% | 437,964 | 1,608,782 |
| **TOTAL CHARGES FOR SERVICES** | **6,795,000** | **19,244,138** | **66,282,823** | **(47,038,685)** | **29.03%** | **13,996,928** | **61,855,789** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Sale of Excess Capacity | | | 100,000 | (100,000) | | 13,765 | 21,888 |
| Third-party Sales | 93,323 | 303,125 | 585,500 | (282,375) | 51.77% | 254,266 | 888,599 |
| Equipment Rental Fees | 1,264 | 5,058 | 15,173 | (10,115) | 33.34% | 3,793 | 13,909 |
| MEAG Refunding Flexible Operating | | | | | | 13,766 | 21,889 |
| MEAG Year End Settlement | | | 800,000 | (800,000) | | 3,355,432 | 5,373,535 |
| Settlements from Insurance Claims | 5,469 | 5,469 | | 5,469 | | 12,319 | 90,549 |
| Settlements from Insurance Claims | | | | | | | 1,438 |
| Cash Over/Short | 30 | 28 | | 28 | | (4,416) | 397 |
| Misc Revenue | 16,934 | 49,122 | 40,000 | 9,122 | 122.81% | 62,218 | 276,538 |
| **TOTAL RENTS AND ROYALTIES** | **117,020** | **362,802** | **1,540,673** | **(1,177,871)** | **23.55%** | **3,711,143** | **6,688,742** |
| **TOTAL OPERATING REVENUE** | **6,912,020** | **19,606,940** | **67,823,496** | **(48,216,556)** | **28.91%** | **17,708,071** | **68,544,531** |
| **OPERATING EXPENSE** | | | | | | | |

# INTERIM STATEMENTS by Fund
## 510-Electric Utility Fund
### For the Three Months Ending Wednesday, September 30, 2026

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 336,013 | 937,668 | 4,800,022 | 3,862,354 | 19.53% | 837,749 | 3,745,554 |
| Employee Benefits | 95,485 | 307,954 | 1,721,527 | 1,413,573 | 17.89% | 283,778 | 1,132,638 |
| Allocated Payroll Costs | (24,959) | (74,877) | (299,510) | (224,633) | 25.00% | (65,070) | (260,281) |
| Total Personal Services and Employee Benefits | 406,539 | 1,170,745 | 6,222,039 | 5,051,294 | 18.82% | 1,056,457 | 4,617,911 |
| Purchased or Contracted Services | 274,822 | 848,327 | 4,992,593 | 4,144,266 | 16.99% | 918,622 | 4,079,742 |
| Utilities: | | | | | | | |
| Water/Sewerage | 239 | 683 | 4,025 | 3,342 | 16.97% | 1,153 | 3,487 |
| Natural Gas | 56 | 130 | 636 | 506 | 20.44% | 103 | 636 |
| Electricity | 3,118 | 8,776 | 41,000 | 32,224 | 21.40% | 8,576 | 38,359 |
| Gasoline | 10,892 | 20,649 | 147,174 | 126,525 | 14.03% | 14,200 | 85,356 |
| Stormwater | 560 | 1,680 | 6,770 | 5,090 | 24.82% | 1,636 | 6,587 |
| Customer Service Fee | 7 | 21 | 84 | 63 | 25.00% | 21 | 84 |
| Total Utilities | 14,872 | 31,939 | 199,689 | 167,750 | 15.99% | 25,689 | 134,509 |
| Supplies | 21,386 | 74,570 | 598,476 | 523,906 | 12.46% | 55,828 | 353,568 |
| Electricity for Resale | 4,018,473 | 11,617,852 | 42,700,038 | 31,082,186 | 27.21% | 11,418,004 | 42,010,582 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | 82,052 | 346,698 | 2,375,000 | 2,028,302 | 14.60% | 452,393 | 1,468,068 |
| Machinery and Equipment | 2,255 | 140,771 | 793,688 | 652,917 | 17.74% | 39,000 | 757,479 |
| Capital Outlay - Reclass to Balance Sheet | (84,307) | (487,468) | | 487,468 | | (491,393) | (2,225,547) |
| Total Capital Outlay | | 1 | 3,168,688 | 3,168,687 | 0.00% | | |
| Depreciation Expense | 142,604 | 284,557 | 1,525,343 | 1,240,786 | 18.66% | 423,512 | 1,709,057 |
| Bad Debt | | | 219,000 | 219,000 | | 34,694 | 130,457 |
| Inter-Departmental Charges | 167,981 | 422,825 | 1,105,928 | 683,103 | 38.23% | 483,487 | 1,859,743 |
| **TOTAL OPERATING EXPENSE** | **5,046,677** | **14,450,816** | **60,731,794** | **46,280,978** | **23.79%** | **14,416,293** | **54,895,569** |
| **OPERATING INCOME (LOSS)** | **1,865,343** | **5,156,124** | **7,091,702** | **(1,935,578)** | **72.71%** | **3,291,778** | **13,648,962** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Interest Income | | | | | | | |
| Bank Account Interest | 96,891 | 124,945 | | 124,945 | | 118,886 | 362,325 |
| Dividends | 140,428 | 424,833 | | 424,833 | | 389,126 | 1,592,369 |
| Unrealized Gain/Loss on Investments | (716,920) | (969,183) | | (969,183) | | 230,514 | 75,773 |
| Total Interest/Investment Income | (479,601) | (419,405) | | (419,405) | | 738,526 | 2,030,467 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **(479,601)** | **(419,405)** | | **(419,405)** | | **738,526** | **2,030,467** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **1,385,742** | **4,736,719** | **7,091,702** | **(2,354,983)** | **66.79%** | **4,030,304** | **15,679,429** |
| **TRANSFERS** | | | | | | | |
| Transfers - out | (936,508) | (2,809,525) | (11,238,102) | 8,428,577 | 25.00% | (2,479,976) | (9,919,903) |
| **TOTAL TRANSFERS - NET** | **(936,508)** | **(2,809,525)** | **(11,238,102)** | **8,428,577** | **25.00%** | **(2,479,976)** | **(9,919,903)** |
| **CHANGE IN NET POSITION** | **$449,234** | **$1,927,194** | **($4,146,400)** | **$6,073,594** | **(46.48%)** | **$1,550,328** | **$5,759,526** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $6,432,416 | $19,187,532 | $67,823,496 | ($48,635,964) | 28.29% | $18,446,597 | $70,574,999 |
| Total Expenditures | 5,983,185 | 17,260,339 | 71,969,896 | 54,709,557 | 23.98% | 16,896,268 | 64,815,470 |
| Revenues less expenditures | 449,231 | 1,927,193 | (4,146,400) | (6,073,593) | (46.48%) | 1,550,329 | 5,759,529 |
| Difference | $3 | $1 | | ($1) | 0.00% | ($1) | ($3) |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHARGES FOR SERVICES** | | | | | | | |
| Utilities / enterprise charges and fees | | | | | | | |
| Fees - Collection - Residential | $274,143 | $813,492 | $3,140,629 | ($2,327,137) | 25.90% | $560,359 | $3,152,772 |
| Fees - Collection - Commercial | 123,374 | 368,289 | 1,410,000 | (1,041,711) | 26.12% | 260,721 | 1,427,375 |
| Fees - Transfer Station | 182,833 | 608,554 | 2,100,000 | (1,491,446) | 28.98% | 580,395 | 2,361,421 |
| Fees - Special Handling | 2,585 | 7,460 | 25,000 | (17,540) | 29.84% | 6,055 | 24,210 |
| Fees - Rolloff Containers | 51,700 | 188,147 | 824,000 | (635,853) | 22.83% | 227,473 | 866,760 |
| Fees - Yard Waste Disposal | 81,667 | 241,510 | 965,940 | (724,430) | 25.00% | 168,664 | 943,638 |
| Fees - Yard Waste Special Handling | | (509) | | (509) | | (7) | (144) |
| Sale of Recycled Materials | 1,106 | 3,382 | | 3,382 | | 13,277 | 49,530 |
| Permit Fees - Commercial Hauler | 300 | 700 | 4,000 | (3,300) | 17.50% | 700 | 2,500 |
| Fees - Landfill Use | 247,930 | 923,905 | 2,640,000 | (1,716,095) | 35.00% | 663,443 | 2,929,598 |
| Recycling Fees Sort Line | 10,638 | 32,931 | 150,000 | (117,069) | 21.95% | | 44,522 |
| Total utilities / enterprise charges and fees | 976,276 | 3,187,861 | 11,259,569 | (8,071,708) | 28.31% | 2,481,080 | 11,802,182 |
| Other fees | | | | | | | |
| Landfill Capital Surcharge Fee | 6,387 | 23,127 | 72,000 | (48,873) | 32.12% | 17,892 | 76,522 |
| Landfill Closure Surcharge Fee | 6,343 | 23,083 | 72,000 | (48,917) | 32.06% | 17,892 | 76,519 |
| Container Fees | 4,380 | 13,320 | 49,000 | (35,680) | 27.18% | 11,340 | 45,840 |
| Total other fees | 17,110 | 59,530 | 193,000 | (133,470) | 30.84% | 47,124 | 198,881 |
| Other charges for services | | | | | | | |
| Returned Check Fees | | | | | | 30 | 100 |
| Total other charges for services | | | | | | 30 | 100 |
| **TOTAL CHARGES FOR SERVICES** | **993,386** | **3,247,391** | **11,452,569** | **(8,205,178)** | **28.36%** | **2,528,234** | **12,001,163** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Settlements from Insurance Claims | | | | | | 204 | 10,980 |
| Settlements from Insurance Claims | 12,038 | 12,485 | | 12,485 | | 98,257 | 747,278 |
| Cash Over/Short | | | | | | (100) | (83) |
| Misc Revenue | 6,507 | 17,730 | | 17,730 | | 39,304 | 116,398 |
| **TOTAL RENTS AND ROYALTIES** | **18,545** | **30,215** | | **30,215** | | **137,665** | **874,573** |
| **TOTAL OPERATING REVENUE** | **1,011,931** | **3,277,606** | **11,452,569** | **(8,174,963)** | **28.62%** | **2,665,899** | **12,875,736** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 185,125 | 512,678 | 2,466,640 | 1,953,962 | 20.78% | 417,011 | 1,906,755 |
| Employee Benefits | 51,712 | 191,065 | 1,039,936 | 848,871 | 18.37% | 176,137 | 629,140 |
| Allocated Payroll Costs | 2,555 | 7,665 | 30,658 | 22,993 | 25.00% | 7,053 | 28,212 |
| Total Personal Services and Employee Benefits | 239,392 | 711,408 | 3,537,234 | 2,825,826 | 20.11% | 600,201 | 2,564,107 |
| Purchased or Contracted Services | 310,442 | 893,443 | 5,733,370 | 4,839,927 | 15.58% | 1,116,613 | 5,108,930 |
| Utilities: | | | | | | | |
| Water/Sewerage | 530 | 1,496 | 8,000 | 6,504 | 18.70% | 1,424 | 5,814 |
| Electricity | 3,195 | 7,696 | 41,200 | 33,504 | 18.68% | 7,605 | 34,569 |
| Gasoline | 58,868 | 122,280 | 835,381 | 713,101 | 14.64% | 83,353 | 506,088 |
| Stormwater | 378 | 1,133 | 4,567 | 3,434 | 24.81% | 1,103 | 4,442 |
| Customer Service Fee | 14 | 42 | 210 | 168 | 20.00% | 46 | 189 |
| Total Utilities | 62,985 | 132,647 | 889,358 | 756,711 | 14.91% | 93,531 | 551,102 |
| Supplies | 4,456 | 15,280 | 287,175 | 271,895 | 5.32% | 9,555 | 122,125 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | | | 10,000 | 10,000 | | | |

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Machinery and Equipment | | | 346,560 | 346,560 | | | 596,816 |
| Capital Outlay - Reclass to Balance Sheet | | | | | | | (596,816) |
| Total Capital Outlay | | | 356,560 | 356,560 | | | |
| Depreciation Expense | 97,245 | 292,168 | 1,047,568 | 755,400 | 27.89% | 308,878 | 1,227,983 |
| Bad Debt | | | | | | 5,683 | 21,369 |
| Inter-Departmental Charges | 105,296 | 275,303 | 1,168,946 | 893,643 | 23.55% | 356,746 | 1,325,895 |
| **TOTAL OPERATING EXPENSE** | **819,816** | **2,320,249** | **13,020,211** | **10,699,962** | **17.82%** | **2,491,207** | **10,921,511** |
| **OPERATING INCOME (LOSS)** | **192,115** | **957,357** | **(1,567,642)** | **2,524,999** | **(61.07%)** | **174,692** | **1,954,225** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Federal Government Grants | | | | | | | |
| Capital | | | | | | | |
| Direct | | | | | | | 36,500 |
| Net Capital | | | | | | | 36,500 |
| Total Federal Government Grants | | | | | | | 36,500 |
| State Government Grants | | | | | | | |
| Operating - Categorical | | | | | | | |
| Direct | | | | | | | |
| Miscellaneous State Grant | | | | | | | 1,985 |
| Total Direct | | | | | | | 1,985 |
| Total Operating - Categorical | | | | | | | 1,985 |
| Capital | | | | | | | |
| Total Capital | | | | | | | 36,500 |
| Total State Government Grants | | | | | | | 1,985 |
| Total Intergovernmental revenue | | | | | | | 38,485 |
| Intergovernmental - Exp | | | (105,000) | 105,000 | | | (51,691) |
| Total Intergovernmental - net | | | (105,000) | 105,000 | | | (13,206) |
| Interest Income | | | | | | | |
| Dividends | | 13,281 | | 13,281 | | 6,327 | 20,166 |
| P-Card Rebate Program | | | | | | 7,747 | 7,747 |
| Unrealized Gain/Loss on Investments | (16,632) | (32,548) | | (32,548) | | 1,939 | (6,007) |
| Total Interest/Investment Income | (16,632) | (19,267) | | (19,267) | | 16,013 | 21,906 |
| Principal | | | (726,410) | 726,410 | | | |
| Interest Expense | (6,422) | (19,887) | (69,070) | 49,183 | 28.79% | (23,040) | (92,522) |
| Total principal and interest expense | (6,422) | (19,887) | (795,480) | 775,593 | 2.50% | (23,040) | (92,522) |
| Gain (loss) on sale of capital assets | | | | | | | |
| GMA Lease Proceeds | | | | | | | 339,489 |
| Total gain (loss) on sale of capital assets | | | | | | | 339,489 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **(23,054)** | **(39,154)** | **(900,480)** | **861,326** | **4.35%** | **(7,027)** | **255,667** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **169,061** | **918,203** | **(2,468,122)** | **3,386,325** | **(37.20%)** | **167,665** | **2,209,892** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | | | 1,564,554 | (1,564,554) | | | |
| **TOTAL TRANSFERS - NET** | | | **1,564,554** | **(1,564,554)** | | | |

# INTERIM STATEMENTS by Fund
## *540-Solid Waste Utility Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | Amended Budget | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHANGE IN NET POSITION** | **$169,061** | **$918,203** | **($903,568)** | **$1,821,771** | **(101.62%)** | **$167,665** | **$2,209,892** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $995,297 | $3,258,339 | $13,017,123 | ($9,758,784) | 25.03% | $2,681,912 | $13,275,613 |
| Total Expenditures | 826,238 | 2,340,135 | 13,920,691 | 11,580,556 | 16.81% | 2,514,246 | 11,065,723 |
| Revenues less expenditures | 169,059 | 918,204 | (903,568) | (1,821,772) | (101.62%) | 167,666 | 2,209,890 |
| Difference | $2 | ($1) | | $1 | 0.00% | ($1) | $2 |

# INTERIM STATEMENTS by Fund
## *560-Stormwater Utility Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHARGES FOR SERVICES** | | | | | | | |
| Utilities / enterprise charges and fees | | | | | | | |
| Sale of Recycled Materials | | | | | | $243 | $1,161 |
| Stormwater - Residential Upper Tier | 40,648 | 121,145 | 489,316 | (368,171) | 24.76% | 86,118 | 477,433 |
| Stormwater - Residential Lower Tier | 19,621 | 57,816 | 243,662 | (185,846) | 23.73% | 40,751 | 222,245 |
| Stormwater - Commercial Fees | 196,353 | 587,580 | 2,426,823 | (1,839,243) | 24.21% | 449,422 | 2,315,435 |
| Total utilities / enterprise charges and fees | 256,622 | 766,541 | 3,159,801 | (2,393,260) | 24.26% | 576,534 | 3,016,274 |
| **TOTAL CHARGES FOR SERVICES** | **256,622** | **766,541** | **3,159,801** | **(2,393,260)** | **24.26%** | **576,534** | **3,016,274** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Misc Revenue | 3,940 | 10,821 | | 10,821 | | 14,207 | 88,976 |
| **TOTAL RENTS AND ROYALTIES** | **3,940** | **10,821** | | **10,821** | | **14,207** | **88,976** |
| **TOTAL OPERATING REVENUE** | **260,562** | **777,362** | **3,159,801** | **(2,382,439)** | **24.60%** | **590,741** | **3,105,250** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 84,587 | 235,666 | 1,081,019 | 845,353 | 21.80% | 203,972 | 924,956 |
| Employee Benefits | 24,011 | 79,427 | 438,403 | 358,976 | 18.12% | 79,570 | 292,354 |
| Total Personal Services and Employee Benefits | 108,598 | 315,093 | 1,519,422 | 1,204,329 | 20.74% | 283,542 | 1,217,310 |
| Purchased or Contracted Services | 22,808 | 54,693 | 427,750 | 373,057 | 12.79% | 67,396 | 307,250 |
| Utilities: | | | | | | | |
| Water/Sewerage | 205 | 499 | 2,000 | 1,501 | 24.95% | 401 | 1,709 |
| Natural Gas | 198 | 411 | 2,800 | 2,389 | 14.68% | 372 | 2,727 |
| Electricity | 1,071 | 3,057 | 14,500 | 11,443 | 21.08% | 3,049 | 9,770 |
| Gasoline | 6,838 | 13,247 | 87,616 | 74,369 | 15.12% | 10,365 | 60,238 |
| Stormwater | 404 | 1,211 | 4,258 | 3,047 | 28.44% | 1,179 | 4,749 |
| Customer Service Fee | 7 | 21 | 84 | 63 | 25.00% | 21 | 84 |
| Total Utilities | 8,723 | 18,446 | 111,258 | 92,812 | 16.58% | 15,387 | 79,277 |
| Supplies | 21,491 | 42,681 | 333,500 | 290,819 | 12.80% | 34,520 | 307,114 |
| Capital Outlay: | | | | | | | |
| Machinery and Equipment | | | 384,500 | 384,500 | | | 277,576 |
| Capital Outlay - Reclass to Balance Sheet | | | | | | | (277,576) |
| Total Capital Outlay | | | 384,500 | 384,500 | | | |
| Depreciation Expense | 50,438 | 138,498 | 482,979 | 344,481 | 28.68% | 129,764 | 525,667 |
| Bad Debt | | | | | | 1,619 | 6,089 |
| Inter-Departmental Charges | 55,228 | 146,147 | 542,980 | 396,833 | 26.92% | 156,862 | 619,236 |
| **TOTAL OPERATING EXPENSE** | **267,286** | **715,558** | **3,802,389** | **3,086,831** | **18.82%** | **689,090** | **3,061,943** |
| **OPERATING INCOME (LOSS)** | **(6,724)** | **61,804** | **(642,588)** | **704,392** | **(9.62%)** | **(98,349)** | **43,307** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Interest Income | | | | | | | |
| Bank Account Interest | 227 | 681 | | 681 | | 681 | 2,722 |
| Total Interest/Investment Income | 227 | 681 | | 681 | | 681 | 2,722 |
| Principal | | | (211,130) | 211,130 | | | |
| Interest Expense | (2,857) | (8,641) | (92,010) | 83,369 | 9.39% | (9,463) | (36,624) |
| Total principal and interest expense | (2,857) | (8,641) | (303,140) | 294,499 | 2.85% | (9,463) | (36,624) |

# INTERIM STATEMENTS by Fund
## *560-Stormwater Utility Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Gain (loss) on sale of capital assets | | | | | | | |
| GMA Lease Proceeds | | | 384,500 | (384,500) | | | |
| Total gain (loss) on sale of capital assets | | | 384,500 | (384,500) | | | |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **(2,630)** | **(7,960)** | **81,360** | **(89,320)** | **(9.78%)** | **(8,782)** | **(33,902)** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(9,354)** | **53,844** | **(561,228)** | **615,072** | **(9.59%)** | **(107,131)** | **9,405** |
| **CHANGE IN NET POSITION** | **($9,354)** | **$53,844** | **($561,228)** | **$615,072** | **(9.59%)** | **($107,131)** | **$9,405** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $260,789 | $778,042 | $3,544,301 | ($2,766,259) | 21.95% | $591,422 | $3,107,974 |
| Total Expenditures | 270,142 | 724,198 | 4,105,530 | 3,381,332 | 17.64% | 698,554 | 3,098,563 |
| Revenues less expenditures | (9,353) | 53,844 | (561,229) | (615,073) | (9.59%) | (107,132) | 9,411 |
| Difference | ($1) | | $1 | $1 | 0.00% | $1 | ($6) |

# INTERIM STATEMENTS by Fund
## *570-Telecommunications Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHARGES FOR SERVICES** | | | | | | | |
| Utilities / enterprise charges and fees | | | | | | | |
| Telecom - Telephone Revenue | $3,403 | $10,135 | $44,304 | ($34,169) | 22.88% | $5,615 | $38,356 |
| Telecom - Telephone Internal Customer Fees | 5,557 | 16,280 | 64,158 | (47,878) | 25.37% | 13,625 | 64,484 |
| Total utilities / enterprise charges and fees | 8,960 | 26,415 | 108,462 | (82,047) | 24.35% | 19,240 | 102,840 |
| Other / enterprise charges and fees | | | | | | | |
| Fiber Fees | 59,045 | 176,246 | 725,451 | (549,205) | 24.29% | 109,898 | 691,946 |
| Fiber Fees - Internal Customer Fees | 43,394 | 129,389 | 497,651 | (368,262) | 26.00% | 105,198 | 502,497 |
| Total other / enterprise charges and fees | 102,439 | 305,635 | 1,223,102 | (917,467) | 24.99% | 215,096 | 1,194,443 |
| **TOTAL CHARGES FOR SERVICES** | **111,399** | **332,050** | **1,331,564** | **(999,514)** | **24.94%** | **234,336** | **1,297,283** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Misc Revenue | 1,303 | 3,615 | | 3,615 | | 4,951 | 21,373 |
| **TOTAL RENTS AND ROYALTIES** | **1,303** | **3,615** | | **3,615** | | **4,951** | **21,373** |
| **TOTAL OPERATING REVENUE** | **112,702** | **335,665** | **1,331,564** | **(995,899)** | **25.21%** | **239,287** | **1,318,656** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 30,142 | 85,488 | 384,898 | 299,410 | 22.21% | 67,261 | 327,537 |
| Employee Benefits | 9,052 | 27,193 | 152,086 | 124,893 | 17.88% | 23,548 | 102,130 |
| Allocated Payroll Costs | 7,090 | 21,271 | 85,085 | 63,814 | 25.00% | 19,765 | 79,059 |
| Total Personal Services and Employee Benefits | 46,284 | 133,952 | 622,069 | 488,117 | 21.53% | 110,574 | 508,726 |
| Purchased or Contracted Services | 4,050 | 22,183 | 196,462 | 174,279 | 11.29% | 20,473 | 152,370 |
| Utilities: | | | | | | | |
| Water/Sewerage | 20 | 59 | 1,200 | 1,141 | 4.92% | 58 | 233 |
| Electricity | 94 | 286 | 2,400 | 2,114 | 11.92% | 286 | 1,194 |
| Gasoline | 803 | 1,744 | 6,237 | 4,493 | 27.96% | 567 | 4,342 |
| Stormwater | 169 | 508 | 2,047 | 1,539 | 24.82% | 495 | 1,991 |
| Customer Service Fee | 4 | 11 | 42 | 31 | 26.19% | 11 | 42 |
| Total Utilities | 1,090 | 2,608 | 11,926 | 9,318 | 21.87% | 1,417 | 7,802 |
| Supplies | 19,632 | 58,840 | 279,950 | 221,110 | 21.02% | 61,526 | 243,002 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | 191,847 | 193,307 | 200,000 | 6,693 | 96.65% | 61,314 | 256,879 |
| Capital Outlay - Reclass to Balance Sheet | (191,847) | (193,307) | | 193,307 | | (61,314) | (256,879) |
| Total Capital Outlay | | | 200,000 | 200,000 | | | |
| Depreciation Expense | 8,285 | 24,997 | 95,704 | 70,707 | 26.12% | 25,068 | 100,273 |
| Inter-Departmental Charges | 19,868 | 53,399 | 205,212 | 151,813 | 26.02% | 52,149 | 207,870 |
| **TOTAL OPERATING EXPENSE** | **99,209** | **295,979** | **1,611,323** | **1,315,344** | **18.37%** | **271,207** | **1,220,043** |
| **OPERATING INCOME (LOSS)** | **13,493** | **39,686** | **(279,759)** | **319,445** | **(14.19%)** | **(31,920)** | **98,613** |
| Intergovernmental | | | | | | | |
| **INCOME (LOSS) BEFORE TRANSFERS** | **13,493** | **39,686** | **(279,759)** | **319,445** | **(14.19%)** | **(31,920)** | **98,613** |
| **CHANGE IN NET POSITION** | **$13,493** | **$39,686** | **($279,759)** | **$319,445** | **(14.19%)** | **($31,920)** | **$98,613** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $112,702 | $335,664 | $1,331,563 | ($995,899) | 25.21% | $239,287 | $1,318,656 |

# INTERIM STATEMENTS by Fund
## *570-Telecommunications Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Total Expenditures | 99,208 | 295,979 | 1,611,323 | 1,315,344 | 18.37% | 271,206 | 1,220,042 |
| Revenues less expenditures | 13,494 | 39,685 | (279,760) | (319,445) | (14.19%) | (31,919) | 98,614 |
| Difference | ($1) | $1 | $1 | | 100.00% | ($1) | ($1) |

# INTERIM STATEMENTS by Fund
## *591-Golf Course Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHARGES FOR SERVICES** | | | | | | | |
| Other / enterprise charges and fees | | | | | | | |
| Green Fees | $30,266 | $97,238 | $305,000 | ($207,762) | 31.88% | $85,706 | $338,752 |
| Handicap Fees | 90 | 135 | 3,375 | (3,240) | 4.00% | 70 | 497 |
| Golf Cart Rentals | 31,101 | 104,413 | 395,000 | (290,587) | 26.43% | 132,421 | 412,089 |
| Merchandise Sales | 2,034 | 6,540 | 30,000 | (23,460) | 21.80% | 9,080 | 27,322 |
| Driving Range Fees | 3,210 | 8,280 | 38,000 | (29,720) | 21.79% | 11,972 | 40,481 |
| Membership Fees | 7,150 | 16,045 | 50,000 | (33,955) | 32.09% | 23,450 | 64,690 |
| Food & Beverage | 4,385 | 14,177 | 42,000 | (27,823) | 33.75% | 15,586 | 46,630 |
| Beer Sales | 1,349 | 4,631 | 20,000 | (15,369) | 23.16% | 6,585 | 20,896 |
| Pull Cart Rentals | 156 | 796 | 1,700 | (904) | 46.82% | 8 | 293 |
| Tournament Fees | 8,079 | 11,086 | 40,000 | (28,914) | 27.72% | 14,939 | 44,738 |
| Golf Balls | 3,131 | 11,865 | 35,000 | (23,135) | 33.90% | 13,589 | 42,139 |
| Total other / enterprise charges and fees | 90,951 | 275,206 | 960,075 | (684,869) | 28.67% | 313,406 | 1,038,527 |
| **TOTAL CHARGES FOR SERVICES** | **90,951** | **275,206** | **960,075** | **(684,869)** | **28.67%** | **313,406** | **1,038,527** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Equipment Rental Fees | 60 | 360 | | 360 | | 686 | 1,630 |
| Cash Over/Short | 4 | 19 | | 19 | | 27 | 135 |
| Misc Revenue | 1,546 | 4,353 | | 4,353 | | 7,054 | 28,975 |
| **TOTAL RENTS AND ROYALTIES** | **1,610** | **4,732** | | **4,732** | | **7,767** | **30,740** |
| **TOTAL OPERATING REVENUE** | **92,561** | **279,938** | **960,075** | **(680,137)** | **29.16%** | **321,173** | **1,069,267** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 39,164 | 121,294 | 563,932 | 442,638 | 21.51% | 129,635 | 546,635 |
| Employee Benefits | 9,007 | 30,683 | 170,686 | 140,003 | 17.98% | 34,248 | 130,354 |
| Allocated Payroll Costs | (2,619) | (7,858) | (31,433) | (23,575) | 25.00% | (7,363) | (29,453) |
| Total Personal Services and Employee Benefits | 45,552 | 144,119 | 703,185 | 559,066 | 20.50% | 156,520 | 647,536 |
| Purchased or Contracted Services | 8,007 | 39,223 | 341,423 | 302,200 | 11.49% | 45,436 | 224,220 |
| Utilities: | | | | | | | |
| Water/Sewerage | 520 | 1,746 | 5,000 | 3,254 | 34.92% | 1,386 | 4,688 |
| Electricity | 1,659 | 4,533 | 16,000 | 11,467 | 28.33% | 3,357 | 12,425 |
| Gasoline | 1,963 | 9,595 | 49,290 | 39,695 | 19.47% | 10,552 | 31,059 |
| Stormwater | 801 | 2,402 | 9,683 | 7,281 | 24.81% | 2,339 | 9,421 |
| Customer Service Fee | 4 | 11 | 42 | 31 | 26.19% | 11 | 42 |
| Total Utilities | 4,947 | 18,287 | 80,015 | 61,728 | 22.85% | 17,645 | 57,635 |
| Supplies | 14,791 | 42,730 | 166,650 | 123,920 | 25.64% | 42,646 | 174,742 |
| Capital Outlay: | | | | | | | |
| Property (Land and Buildings) | | 1,728 | | (1,728) | | | 62,550 |
| Machinery and Equipment | | | 160,300 | 160,300 | | | |
| Capital Outlay - Reclass to Balance Sheet | | (1,728) | | 1,728 | | | (62,550) |
| Total Capital Outlay | | | 160,300 | 160,300 | | | |
| Depreciation Expense | 6,125 | 18,375 | 68,267 | 49,892 | 26.92% | 22,415 | 85,745 |
| Inter-Departmental Charges | 32,236 | 91,305 | 313,423 | 222,118 | 29.13% | 96,269 | 377,180 |
| **TOTAL OPERATING EXPENSE** | **111,658** | **354,039** | **1,833,263** | **1,479,224** | **19.31%** | **380,931** | **1,567,058** |
| **OPERATING INCOME (LOSS)** | **(19,097)** | **(74,101)** | **(873,188)** | **799,087** | **8.49%** | **(59,758)** | **(497,791)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Principal | | | (32,850) | 32,850 | | | |
| Interest Expense | | | (5,860) | 5,860 | | | |

# INTERIM STATEMENTS by Fund
## *591-Golf Course Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | Amended Budget | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Total principal and interest expense | | | (38,710) | 38,710 | | | |
| Contributions and donations | | | | | | | |
| Contributions & Donations | | | | | | | 5,622 |
| Total contributions and donations | | | | | | | 5,622 |
| Gain (loss) on sale of capital assets | | | | | | | |
| GMA Lease Proceeds | | | 154,000 | (154,000) | | | |
| Total gain (loss) on sale of capital assets | | | 154,000 | (154,000) | | | |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | | | **115,290** | **(115,290)** | | | **5,622** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(19,097)** | **(74,101)** | **(757,898)** | **683,797** | **9.78%** | **(59,758)** | **(492,169)** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | | | 689,631 | (689,631) | | 130,070 | 648,740 |
| **TOTAL TRANSFERS - NET** | | | **689,631** | **(689,631)** | | **130,070** | **648,740** |
| **CHANGE IN NET POSITION** | **($19,097)** | **($74,101)** | **($68,267)** | **($5,834)** | **108.55%** | **$70,312** | **$156,571** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $92,561 | $279,939 | $1,803,706 | ($1,523,767) | 15.52% | $451,242 | $1,723,628 |
| Total Expenditures | 111,656 | 354,039 | 1,871,973 | 1,517,934 | 18.91% | 380,930 | 1,567,058 |
| Revenues less expenditures | (19,095) | (74,100) | (68,267) | 5,833 | 108.54% | 70,312 | 156,570 |
| Difference | ($2) | ($1) | | $1 | 0.00% | | $1 |

# INTERIM STATEMENTS by Fund
## *Internal Service Funds*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHARGES FOR SERVICES** | | | | | | | |
| General government: | | | | | | | |
| Motor pool charges | $111,879 | $277,622 | $1,018,800 | ($741,178) | 27.25% | $286,146 | $897,057 |
| Total general government | 111,879 | 277,622 | 1,018,800 | 741,178 | 27.25% | 286,146 | 897,057 |
| Utilities / enterprise charges and fees | | | | | | | |
| Sale of Recycled Materials | | 893 | | 893 | | 1,240 | 3,861 |
| Total utilities / enterprise charges and fees | | 893 | | 893 | | 1,240 | 3,861 |
| **TOTAL CHARGES FOR SERVICES** | **111,879** | **278,515** | **1,018,800** | **(740,285)** | **27.34%** | **287,386** | **900,918** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Settlements from Insurance Claims | | | | | | | 17,105 |
| Misc Revenue | 755 | 1,984 | | 1,984 | | 5,191 | 21,561 |
| **TOTAL RENTS AND ROYALTIES** | **755** | **1,984** | | **1,984** | | **5,191** | **38,666** |
| **TOTAL OPERATING REVENUE** | **112,634** | **280,499** | **1,018,800** | **(738,301)** | **27.53%** | **292,577** | **939,584** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 37,906 | 103,165 | 780,679 | 677,514 | 13.21% | 105,586 | 460,477 |
| Employee Benefits | 10,004 | 31,351 | 301,497 | 270,146 | 10.40% | 35,307 | 133,269 |
| Total Personal Services and Employee Benefits | 47,910 | 134,516 | 1,082,176 | 947,660 | 12.43% | 140,893 | 593,746 |
| Purchased or Contracted Services | 6,286 | 80,790 | 185,382 | 104,592 | 43.58% | 19,433 | 83,218 |
| Utilities: | | | | | | | |
| Water/Sewerage | 1,051 | 1,746 | 5,800 | 4,054 | 30.10% | 1,112 | 4,480 |
| Natural Gas | 605 | 1,415 | 10,000 | 8,585 | 14.15% | 1,190 | 9,780 |
| Electricity | 2,063 | 5,917 | 24,000 | 18,083 | 24.65% | 6,189 | 22,051 |
| Gasoline | 707 | 5,751 | 22,704 | 16,953 | 25.33% | 1,338 | 7,114 |
| Stormwater | 482 | 1,445 | 6,611 | 5,166 | 21.86% | 1,407 | 5,668 |
| Customer Service Fee | 11 | 32 | 126 | 94 | 25.40% | 32 | 126 |
| Total Utilities | 4,919 | 16,306 | 69,241 | 52,935 | 23.55% | 11,268 | 49,219 |
| Supplies | 100,544 | 208,725 | 742,145 | 533,420 | 28.12% | 156,549 | 633,809 |
| Capital Outlay: | | | | | | | |
| Machinery and Equipment | | | 220,000 | 220,000 | | | 57,668 |
| Capital Outlay - Reclass to Balance Sheet | | | | | | | (57,668) |
| Total Capital Outlay | | | 220,000 | 220,000 | | | |
| Depreciation Expense | 7,667 | 23,000 | 76,035 | 53,035 | 30.25% | 20,710 | 87,510 |
| Inter-Departmental Charges | 25,663 | 68,978 | 214,111 | 145,133 | 32.22% | 98,746 | 302,724 |
| **TOTAL OPERATING EXPENSE** | **192,989** | **532,315** | **2,589,090** | **2,056,775** | **20.56%** | **447,599** | **1,750,226** |
| **OPERATING INCOME (LOSS)** | **(80,355)** | **(251,816)** | **(1,570,290)** | **1,318,474** | **16.04%** | **(155,022)** | **(810,642)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Principal | | | (36,770) | 36,770 | | | |
| Interest Expense | | | (8,300) | 8,300 | | | |
| Total principal and interest expense | | | (45,070) | 45,070 | | | |
| Gain (loss) on sale of capital assets | | | | | | | |
| GMA Lease Proceeds | | | 220,000 | (220,000) | | | |
| Total gain (loss) on sale of capital assets | | | 220,000 | (220,000) | | | |

# INTERIM STATEMENTS by Fund

## *Internal Service Funds*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | | | 174,930 | (174,930) | | | |
| **INCOME (LOSS) BEFORE TRANSFERS** | (80,355) | (251,816) | (1,395,360) | 1,143,544 | 18.05% | (155,022) | (810,642) |
| **TRANSFERS** | | | | | | | |
| Transfers - in | 109,944 | 109,944 | 1,319,325 | (1,209,381) | 8.33% | 61,264 | 252,364 |
| **TOTAL TRANSFERS - NET** | 109,944 | 109,944 | 1,319,325 | (1,209,381) | 8.33% | 61,264 | 252,364 |
| **CHANGE IN NET POSITION** | $29,589 | ($141,872) | ($76,035) | ($65,837) | 186.59% | ($93,758) | ($558,278) |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $222,577 | $390,442 | $2,558,125 | ($2,167,683) | 15.26% | $353,840 | $1,191,948 |
| Total Expenditures | 192,988 | 532,314 | 2,634,160 | 2,101,846 | 20.21% | 447,598 | 1,750,226 |
| Revenues less expenditures | 29,589 | (141,872) | (76,035) | 65,837 | 186.59% | (93,758) | (558,278) |

# INTERIM STATEMENTS by Fund

## *601-Internal Service Fund - Motor Pool Fund*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHARGES FOR SERVICES** | | | | | | | |
| General government: | | | | | | | |
| Motor pool charges | $111,879 | $277,622 | $1,018,800 | ($741,178) | 27.25% | $286,146 | $897,057 |
| Total general government | 111,879 | 277,622 | 1,018,800 | 741,178 | 27.25% | 286,146 | 897,057 |
| Utilities / enterprise charges and fees | | | | | | | |
| Sale of Recycled Materials | | 893 | | 893 | | 1,240 | 3,861 |
| Total utilities / enterprise charges and fees | | 893 | | 893 | | 1,240 | 3,861 |
| **TOTAL CHARGES FOR SERVICES** | **111,879** | **278,515** | **1,018,800** | **(740,285)** | **27.34%** | **287,386** | **900,918** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Settlements from Insurance Claims | | | | | | | 17,105 |
| Misc Revenue | 755 | 1,984 | | 1,984 | | 5,191 | 21,561 |
| **TOTAL RENTS AND ROYALTIES** | **755** | **1,984** | | **1,984** | | **5,191** | **38,666** |
| **TOTAL OPERATING REVENUE** | **112,634** | **280,499** | **1,018,800** | **(738,301)** | **27.53%** | **292,577** | **939,584** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 37,906 | 103,165 | 780,679 | 677,514 | 13.21% | 105,586 | 460,477 |
| Employee Benefits | 10,004 | 31,351 | 301,497 | 270,146 | 10.40% | 35,307 | 133,269 |
| Total Personal Services and Employee Benefits | 47,910 | 134,516 | 1,082,176 | 947,660 | 12.43% | 140,893 | 593,746 |
| Purchased or Contracted Services | 6,286 | 80,790 | 185,382 | 104,592 | 43.58% | 19,433 | 83,218 |
| Utilities: | | | | | | | |
| Water/Sewerage | 1,051 | 1,746 | 5,800 | 4,054 | 30.10% | 1,112 | 4,480 |
| Natural Gas | 605 | 1,415 | 10,000 | 8,585 | 14.15% | 1,190 | 9,780 |
| Electricity | 2,063 | 5,917 | 24,000 | 18,083 | 24.65% | 6,189 | 22,051 |
| Gasoline | 707 | 5,751 | 22,704 | 16,953 | 25.33% | 1,338 | 7,114 |
| Stormwater | 482 | 1,445 | 6,611 | 5,166 | 21.86% | 1,407 | 5,668 |
| Customer Service Fee | 11 | 32 | 126 | 94 | 25.40% | 32 | 126 |
| Total Utilities | 4,919 | 16,306 | 69,241 | 52,935 | 23.55% | 11,268 | 49,219 |
| Supplies | 100,544 | 208,725 | 742,145 | 533,420 | 28.12% | 156,549 | 633,809 |
| Capital Outlay: | | | | | | | |
| Machinery and Equipment | | | 220,000 | 220,000 | | | 57,668 |
| Capital Outlay - Reclass to Balance Sheet | | | | | | | (57,668) |
| Total Capital Outlay | | | 220,000 | 220,000 | | | |
| Depreciation Expense | 7,667 | 23,000 | 76,035 | 53,035 | 30.25% | 20,710 | 87,510 |
| Inter-Departmental Charges | 25,663 | 68,978 | 214,111 | 145,133 | 32.22% | 98,746 | 302,724 |
| **TOTAL OPERATING EXPENSE** | **192,989** | **532,315** | **2,589,090** | **2,056,775** | **20.56%** | **447,599** | **1,750,226** |
| **OPERATING INCOME (LOSS)** | **(80,355)** | **(251,816)** | **(1,570,290)** | **1,318,474** | **16.04%** | **(155,022)** | **(810,642)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Principal | | | (36,770) | 36,770 | | | |
| Interest Expense | | | (8,300) | 8,300 | | | |
| Total principal and interest expense | | | (45,070) | 45,070 | | | |
| Gain (loss) on sale of capital assets | | | | | | | |
| GMA Lease Proceeds | | | 220,000 | (220,000) | | | |
| Total gain (loss) on sale of capital assets | | | 220,000 | (220,000) | | | |

# INTERIM STATEMENTS by Fund

## *601-Internal Service Fund - Motor Pool Fund*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | | | **174,930** | **(174,930)** | | | |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(80,355)** | **(251,816)** | **(1,395,360)** | **1,143,544** | **18.05%** | **(155,022)** | **(810,642)** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | 109,944 | 109,944 | 1,319,325 | (1,209,381) | 8.33% | 61,264 | 252,364 |
| **TOTAL TRANSFERS - NET** | **109,944** | **109,944** | **1,319,325** | **(1,209,381)** | **8.33%** | **61,264** | **252,364** |
| **CHANGE IN NET POSITION** | **$29,589** | **($141,872)** | **($76,035)** | **($65,837)** | **186.59%** | **($93,758)** | **($558,278)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $222,577 | $390,442 | $2,558,125 | ($2,167,683) | 15.26% | $353,840 | $1,191,948 |
| Total Expenditures | 192,988 | 532,314 | 2,634,160 | 2,101,846 | 20.21% | 447,598 | 1,750,226 |
| Revenues less expenditures | 29,589 | (141,872) | (76,035) | 65,837 | 186.59% | (93,758) | (558,278) |

# INTERIM STATEMENTS by Fund
## *Component Units*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHARGES FOR SERVICES** | | | | | | | |
| Other / enterprise charges and fees | | | | | | | |
| Fuel Sales - AVGAS | $14,743 | $46,548 | $214,850 | ($168,302) | 21.67% | $48,895 | $185,412 |
| Fuel Sales - Jet A | 56,072 | 129,546 | 296,720 | (167,174) | 43.66% | 65,473 | 346,185 |
| Airport Services - Tug Fees | 50 | 160 | | 160 | | 60 | 270 |
| Total other / enterprise charges and fees | 70,865 | 176,254 | 511,570 | (335,316) | 34.45% | 114,428 | 531,867 |
| Other fees | | | | | | | |
| Fuel Flowage Fees | 1,440 | 6,410 | 40,400 | (33,990) | 15.87% | 14,000 | 40,480 |
| Overnight Fees | 50 | 150 | 200 | (50) | 75.00% | 50 | 240 |
| Total other fees | 1,490 | 6,560 | 40,600 | (34,040) | 16.16% | 14,050 | 40,720 |
| Other charges for services | | | | | | | |
| Returned Check Fees | | | | | | | 35 |
| Total other charges for services | | | | | | | 35 |
| **TOTAL CHARGES FOR SERVICES** | **72,355** | **182,814** | **552,170** | **(369,356)** | **33.11%** | **128,478** | **572,622** |
| **RENTS AND ROYALTIES** | | | | | | | |
| Property Rental | 200 | 600 | 2,400 | (1,800) | 25.00% | 600 | 2,400 |
| AMR from MEAG Trust | 900 | 2,700 | 10,800 | (8,100) | 25.00% | 2,700 | 10,800 |
| T-Hangar Rentals | 1,025 | 3,075 | 14,400 | (11,325) | 21.35% | 3,075 | 12,300 |
| Tie Down Rentals | 300 | 700 | 2,700 | (2,000) | 25.93% | 150 | 850 |
| Ground Leases | 12,046 | 37,579 | 149,376 | (111,797) | 25.16% | 37,579 | 145,995 |
| Misc Revenue | 953 | 3,767 | 2,400 | 1,367 | 156.96% | 5,194 | 22,472 |
| **TOTAL RENTS AND ROYALTIES** | **15,424** | **48,421** | **182,076** | **(133,655)** | **26.59%** | **49,298** | **194,817** |
| **TOTAL OPERATING REVENUE** | **87,779** | **231,235** | **734,246** | **(503,011)** | **31.49%** | **177,776** | **767,439** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 26,700 | 68,111 | 334,552 | 266,441 | 20.36% | 67,262 | 308,861 |
| Employee Benefits | 6,725 | 19,044 | 121,384 | 102,340 | 15.69% | 22,938 | 88,971 |
| Total Personal Services and Employee Benefits | 33,425 | 87,155 | 455,936 | 368,781 | 19.12% | 90,200 | 397,832 |
| Purchased or Contracted Services | 39,881 | 96,908 | 252,255 | 155,347 | 38.42% | 40,997 | 226,390 |
| Utilities: | | | | | | | |
| Water/Sewerage | 166 | 468 | 3,000 | 2,532 | 15.60% | 425 | 1,794 |
| Natural Gas | 215 | 497 | 4,000 | 3,503 | 12.43% | 415 | 3,184 |
| Electricity | 1,183 | 3,392 | 13,850 | 10,458 | 24.49% | 2,849 | 11,599 |
| Gasoline | 327 | 1,312 | 6,545 | 5,233 | 20.05% | 1,102 | 4,865 |
| Stormwater | 2,539 | 7,617 | 30,729 | 23,112 | 24.79% | 7,310 | 29,680 |
| Customer Service Fee | 49 | 147 | 504 | 357 | 29.17% | 130 | 564 |
| Total Utilities | 4,479 | 13,433 | 58,628 | 45,195 | 22.91% | 12,231 | 51,686 |
| Supplies | 72,872 | 179,845 | 509,100 | 329,255 | 35.33% | 75,464 | 468,971 |
| Property (Land and Buildings) | 588,742 | 1,000,091 | | (1,000,091) | | 371,451 | 22,536,165 |
| Machinery and Equipment | | | | | | | 11,449 |
| Capital Outlay - Reclass to Balance Sheet | (588,742) | (1,000,091) | | 1,000,091 | | (371,451) | (22,547,614) |
| Depreciation Expense | 8,714 | 26,141 | 95,597 | 69,456 | 27.35% | 34,662 | 106,393 |
| Bad Debt | | | | | | | 162,674 |
| Inter-Departmental Charges | 13,120 | 33,442 | 98,400 | 64,958 | 33.99% | 38,268 | 148,948 |
| Miscellaneous | 5,006 | 22,955 | 250,000 | 227,045 | 9.18% | 10,000 | 46,546 |
| **TOTAL OPERATING EXPENSE** | **177,497** | **459,879** | **1,719,916** | **1,260,037** | **26.74%** | **301,822** | **1,609,440** |
| **OPERATING INCOME (LOSS)** | **(89,718)** | **(228,644)** | **(985,670)** | **757,026** | **23.20%** | **(124,046)** | **(842,001)** |

# INTERIM STATEMENTS by Fund
## *Component Units*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 Actual MTD | FISCAL YEAR 2027 Actual FYTD | FISCAL YEAR 2027 Amended Budget | Variance with Amended Budget $ Over / (Under) | Variance with Amended Budget % | PRIOR FYTD 9/30/2025 Actual | PRIOR FYTD 6/30/2026 Actual |
|---|---|---|---|---|---|---|---|
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Federal Government Grants | | | | | | | |
| Capital | | | | | | | |
| Indirect | | | | | | 27,998 | 3,092,756 |
| Net Capital | | | | | | 27,998 | 3,092,756 |
| Total Federal Government Grants | | | | | | 27,998 | 3,092,756 |
| State Government Grants | | | | | | | |
| Capital | | | | | | | |
| Direct (CDBG Grant Proceeds) | 65,646 | 128,064 | | 128,064 | | 312,083 | 18,619,899 |
| Total Capital | | | | | | 27,998 | 3,092,756 |
| Total State Government Grants | 65,646 | 128,064 | | 128,064 | | 312,083 | 18,619,899 |
| Local Government Unit Grants | | | | | | | |
| Spalding Co. Contribution | 15,512 | 15,512 | 568,389 | (552,877) | 2.73% | 15,512 | 227,035 |
| City of Griffin Contribution | | | | | | | (224,575) |
| Total Local Government Unit Grants | 15,512 | 15,512 | 568,389 | 552,877 | 2.73% | 15,512 | 2,460 |
| Total Intergovernmental revenue | 81,158 | 143,576 | 568,389 | (424,813) | 25.26% | 355,593 | 21,715,115 |
| Intergovernmental - Exp | | | | | | (100,000) | (104,500) |
| Total Intergovernmental - net | 81,158 | 143,576 | 568,389 | (424,813) | 25.26% | 255,593 | 21,610,615 |
| Interest Income | | | | | | | |
| Bank Account Interest | 1,280 | 3,436 | | 3,436 | | 4,103 | 14,495 |
| Total Interest/Investment Income | 1,280 | 3,436 | | 3,436 | | 4,103 | 14,495 |
| Principal | | | (585,000) | 585,000 | | | |
| Interest Expense | | (48,038) | (85,840) | 37,802 | 55.96% | (52,131) | (94,075) |
| Total principal and interest expense | | (48,038) | (670,840) | 622,802 | 7.16% | (52,131) | (94,075) |
| Contributions and donations | | | | | | | |
| Contributions & Donations | 1,100 | 13,600 | 26,600 | (13,000) | 51.13% | | 51,655 |
| Total contributions and donations | 1,100 | 13,600 | 26,600 | (13,000) | 51.13% | | 51,655 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **83,538** | **112,574** | **(75,851)** | **188,425** | **(148.41%)** | **207,565** | **21,582,690** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(6,180)** | **(116,070)** | **(1,061,521)** | **945,451** | **10.93%** | **83,519** | **20,740,689** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | 15,490 | 71,471 | 965,925 | (894,454) | 7.40% | 172,814 | 1,312,892 |
| **TOTAL TRANSFERS - NET** | **15,490** | **71,471** | **965,925** | **(894,454)** | **7.40%** | **172,814** | **1,312,892** |
| **CHANGE IN NET POSITION** | **$9,310** | **($44,599)** | **($95,596)** | **$50,997** | **46.65%** | **$256,333** | **$22,053,581** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $186,807 | $463,318 | $2,295,160 | ($1,831,842) | 20.19% | $710,285 | $23,861,597 |
| Total Expenditures | 177,497 | 507,916 | 2,390,757 | 1,882,841 | 21.24% | 453,952 | 1,808,016 |
| Revenues less expenditures | 9,310 | (44,598) | (95,597) | (50,999) | 46.65% | 256,333 | 22,053,581 |
| Difference | | ($1) | $1 | $2 | (100.00%) | | |

# INTERIM STATEMENTS by Fund

## *550-Griffin-Spalding Airport Authority Fund*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **CHARGES FOR SERVICES** | | | | | | | |
| Other / enterprise charges and fees | | | | | | | |
| Fuel Sales - AVGAS | $14,743 | $46,548 | $214,850 | ($168,302) | 21.67% | $48,895 | $185,412 |
| Fuel Sales - Jet A | 56,072 | 129,546 | 296,720 | (167,174) | 43.66% | 65,473 | 346,185 |
| Airport Services - Tug Fees | 50 | 160 | | 160 | | 60 | 270 |
| Total other / enterprise charges and fees | 70,865 | 176,254 | 511,570 | (335,316) | 34.45% | 114,428 | 531,867 |
| Other fees | | | | | | | |
| Fuel Flowage Fees | 1,440 | 6,410 | 40,400 | (33,990) | 15.87% | 14,000 | 40,480 |
| Overnight Fees | 50 | 150 | 200 | (50) | 75.00% | 50 | 240 |
| Total other fees | 1,490 | 6,560 | 40,600 | (34,040) | 16.16% | 14,050 | 40,720 |
| Other charges for services | | | | | | | |
| Returned Check Fees | | | | | | | 35 |
| Total other charges for services | | | | | | | 35 |
| **TOTAL CHARGES FOR SERVICES** | **72,355** | **182,814** | **552,170** | **(369,356)** | **33.11%** | **128,478** | **572,622** |
| **RENTS AND ROYALTIES** | | | | | | | |
| AMR from MEAG Trust | 900 | 2,700 | 10,800 | (8,100) | 25.00% | 2,700 | 10,800 |
| T-Hangar Rentals | 1,025 | 3,075 | 14,400 | (11,325) | 21.35% | 3,075 | 12,300 |
| Tie Down Rentals | 300 | 700 | 2,700 | (2,000) | 25.93% | 150 | 850 |
| Ground Leases | 12,046 | 37,579 | 149,376 | (111,797) | 25.16% | 37,579 | 145,995 |
| Misc Revenue | 817 | 3,275 | | 3,275 | | 3,391 | 13,975 |
| **TOTAL RENTS AND ROYALTIES** | **15,088** | **47,329** | **177,276** | **(129,947)** | **26.70%** | **46,895** | **183,920** |
| **TOTAL OPERATING REVENUE** | **87,443** | **230,143** | **729,446** | **(499,303)** | **31.55%** | **175,373** | **756,542** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 21,384 | 60,527 | 261,200 | 200,673 | 23.17% | 53,547 | 246,302 |
| Employee Benefits | 5,541 | 16,993 | 91,040 | 74,047 | 18.67% | 17,756 | 67,930 |
| Total Personal Services and Employee Benefits | 26,925 | 77,520 | 352,240 | 274,720 | 22.01% | 71,303 | 314,232 |
| Purchased or Contracted Services | 35,082 | 62,052 | 169,935 | 107,883 | 36.52% | 33,774 | 148,580 |
| Utilities: | | | | | | | |
| Water/Sewerage | 166 | 468 | 3,000 | 2,532 | 15.60% | 425 | 1,794 |
| Natural Gas | 215 | 497 | 4,000 | 3,503 | 12.43% | 415 | 3,184 |
| Electricity | 1,112 | 3,180 | 13,000 | 9,820 | 24.46% | 2,637 | 10,753 |
| Gasoline | 327 | 1,312 | 6,545 | 5,233 | 20.05% | 1,023 | 4,629 |
| Stormwater | 2,402 | 7,207 | 29,547 | 22,340 | 24.39% | 7,018 | 28,262 |
| Customer Service Fee | 35 | 105 | 420 | 315 | 25.00% | 105 | 420 |
| Total Utilities | 4,257 | 12,769 | 56,512 | 43,743 | 22.60% | 11,623 | 49,042 |
| Supplies | 70,997 | 169,108 | 472,650 | 303,542 | 35.78% | 73,327 | 442,828 |
| Property (Land and Buildings) | 588,742 | 1,000,091 | | (1,000,091) | | 367,110 | 21,882,756 |
| Machinery and Equipment | | | | | | | 11,449 |
| Capital Outlay - Reclass to Balance Sheet | (588,742) | (1,000,091) | | 1,000,091 | | (367,110) | (21,894,205) |
| Depreciation Expense | 8,714 | 26,141 | 95,597 | 69,456 | 27.35% | 34,662 | 106,393 |
| Bad Debt | | | | | | | 162,674 |
| Inter-Departmental Charges | 10,656 | 28,188 | 82,000 | 53,812 | 34.38% | 30,864 | 120,335 |
| **TOTAL OPERATING EXPENSE** | **156,631** | **375,778** | **1,228,934** | **853,156** | **30.58%** | **255,553** | **1,344,084** |
| **OPERATING INCOME (LOSS)** | **(69,188)** | **(145,635)** | **(499,488)** | **353,853** | **29.16%** | **(80,180)** | **(587,542)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |

# INTERIM STATEMENTS by Fund
## *550-Griffin-Spalding Airport Authority Fund*
### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| Federal Government Grants | | | | | | | |
| Capital | | | | | | | |
| Indirect | | | | | | 27,998 | 3,092,756 |
| Net Capital | | | | | | 27,998 | 3,092,756 |
| Total Federal Government Grants | | | | | | 27,998 | 3,092,756 |
| State Government Grants | | | | | | | |
| Capital | | | | | | | |
| Direct (CDBG Grant Proceeds) | 65,646 | 128,064 | | 128,064 | | 312,083 | 18,619,899 |
| Total Capital | | | | | | 27,998 | 3,092,756 |
| Total State Government Grants | 65,646 | 128,064 | | 128,064 | | 312,083 | 18,619,899 |
| Local Government Unit Grants | | | | | | | |
| Spalding Co. Contribution | 15,512 | 15,512 | 568,389 | (552,877) | 2.73% | 15,512 | 227,035 |
| City of Griffin Contribution | | | | | | | (224,575) |
| Total Local Government Unit Grants | 15,512 | 15,512 | 568,389 | 552,877 | 2.73% | 15,512 | 2,460 |
| Total Intergovernmental revenue | 81,158 | 143,576 | 568,389 | (424,813) | 25.26% | 355,593 | 21,715,115 |
| Total Intergovernmental - net | 81,158 | 143,576 | 568,389 | (424,813) | 25.26% | 355,593 | 21,715,115 |
| Interest Income | | | | | | | |
| Bank Account Interest | 1,258 | 3,379 | | 3,379 | | 3,997 | 14,129 |
| Total Interest/Investment Income | 1,258 | 3,379 | | 3,379 | | 3,997 | 14,129 |
| Principal | | | (585,000) | 585,000 | | | |
| Interest Expense | | (48,038) | (85,840) | 37,802 | 55.96% | (52,131) | (94,075) |
| Total principal and interest expense | | (48,038) | (670,840) | 622,802 | 7.16% | (52,131) | (94,075) |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **82,416** | **98,917** | **(102,451)** | **201,368** | **(96.55%)** | **307,459** | **21,635,169** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **13,228** | **(46,718)** | **(601,939)** | **555,221** | **7.76%** | **227,279** | **21,047,627** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | | | 506,340 | (506,340) | | 131,793 | 492,140 |
| **TOTAL TRANSFERS - NET** | | | **506,340** | **(506,340)** | | **131,793** | **492,140** |
| **CHANGE IN NET POSITION** | **$13,228** | **($46,718)** | **($95,599)** | **$48,881** | **48.87%** | **$359,072** | **$21,539,767** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $169,859 | $377,098 | $1,804,176 | ($1,427,078) | 20.90% | $666,756 | $22,977,926 |
| Total Expenditures | 156,632 | 423,816 | 1,899,773 | 1,475,957 | 22.31% | 307,685 | 1,438,159 |
| Revenues less expenditures | 13,227 | (46,718) | (95,597) | (48,879) | 48.87% | 359,071 | 21,539,767 |
| Difference | $1 | | ($2) | ($2) | 0.00% | $1 | |

# INTERIM STATEMENTS by Fund

## *952-Main Street Program Fund*

### *For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **RENTS AND ROYALTIES** | | | | | | | |
| Misc Revenue | $136 | $492 | $2,400 | ($1,908) | 20.50% | $1,802 | $8,497 |
| **TOTAL RENTS AND ROYALTIES** | **136** | **492** | **2,400** | **(1,908)** | **20.50%** | **1,802** | **8,497** |
| **TOTAL OPERATING REVENUE** | **136** | **492** | **2,400** | **(1,908)** | **20.50%** | **1,802** | **8,497** |
| **OPERATING EXPENSE** | | | | | | | |
| Personal Services and Employee Benefits: | | | | | | | |
| Salaries and Wages | 5,317 | 7,583 | 73,352 | 65,769 | 10.34% | 13,715 | 62,559 |
| Employee Benefits | 1,184 | 2,051 | 30,345 | 28,294 | 6.76% | 5,182 | 21,041 |
| Total Personal Services and Employee Benefits | 6,501 | 9,634 | 103,697 | 94,063 | 9.29% | 18,897 | 83,600 |
| Purchased or Contracted Services | 3,988 | 32,815 | 57,656 | 24,841 | 56.92% | 6,884 | 59,075 |
| Utilities: | | | | | | | |
| Electricity | 71 | 212 | 850 | 638 | 24.94% | 212 | 847 |
| Gasoline | | | | | | 78 | 236 |
| Stormwater | 65 | 195 | 788 | 593 | 24.75% | 190 | 766 |
| Customer Service Fee | 4 | 11 | 42 | 31 | 26.19% | 11 | 42 |
| Total Utilities | 140 | 418 | 1,680 | 1,262 | 24.88% | 491 | 1,891 |
| Supplies | 1,874 | 10,638 | 35,450 | 24,812 | 30.01% | 2,137 | 25,306 |
| Inter-Departmental Charges | 2,464 | 5,254 | 16,400 | 11,146 | 32.04% | 7,404 | 28,613 |
| **TOTAL OPERATING EXPENSE** | **14,967** | **58,759** | **214,883** | **156,124** | **27.34%** | **35,813** | **198,485** |
| **OPERATING INCOME (LOSS)** | **(14,831)** | **(58,267)** | **(212,483)** | **154,216** | **27.42%** | **(34,011)** | **(189,988)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Intergovernmental - Exp | | | | | | (100,000) | (104,500) |
| Total Intergovernmental - net | | | | | | (100,000) | (104,500) |
| Contributions and donations | | | | | | | |
| Contributions & Donations | 1,100 | 13,600 | 26,600 | (13,000) | 51.13% | | 51,655 |
| Total contributions and donations | 1,100 | 13,600 | 26,600 | (13,000) | 51.13% | | 51,655 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **1,100** | **13,600** | **26,600** | **(13,000)** | **51.13%** | **(100,000)** | **(52,845)** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(13,731)** | **(44,667)** | **(185,883)** | **141,216** | **24.03%** | **(134,011)** | **(242,833)** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | 15,490 | 46,471 | 185,883 | (139,412) | 25.00% | 36,680 | 149,598 |
| **TOTAL TRANSFERS - NET** | **15,490** | **46,471** | **185,883** | **(139,412)** | **25.00%** | **36,680** | **149,598** |
| **CHANGE IN NET POSITION** | **$1,759** | **$1,804** | | **$1,804** | **0.00%** | **($97,331)** | **($93,235)** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $16,726 | $60,563 | $214,883 | ($154,320) | 28.18% | $38,482 | $209,751 |
| Total Expenditures | 14,966 | 58,759 | 214,883 | 156,124 | 27.34% | 135,812 | 302,984 |
| Revenues less expenditures | 1,760 | 1,804 | | (1,804) | 0.00% | (97,330) | (93,233) |
| Difference | ($1) | | | | 0.00% | ($1) | ($2) |

# INTERIM STATEMENTS by Fund

## 953-Downtown Development Authority Fund

*For the Three Months Ending Wednesday, September 30, 2026*

| | FISCAL YEAR 2027 | | | Variance with Amended Budget | | PRIOR FYTD | |
|---|---|---|---|---|---|---|---|
| | Actual | | Amended | | | 9/30/2025 | 6/30/2026 |
| | MTD | FYTD | Budget | $ Over / (Under) | % | Actual | Actual |
| **RENTS AND ROYALTIES** | | | | | | | |
| Property Rental | $200 | $600 | $2,400 | ($1,800) | 25.00% | $600 | $2,400 |
| **TOTAL RENTS AND ROYALTIES** | **200** | **600** | **2,400** | **(1,800)** | **25.00%** | **600** | **2,400** |
| **TOTAL OPERATING REVENUE** | **200** | **600** | **2,400** | **(1,800)** | **25.00%** | **600** | **2,400** |
| **OPERATING EXPENSE** | | | | | | | |
| Purchased or Contracted Services | 811 | 2,040 | 24,665 | 22,625 | 8.27% | 339 | 18,735 |
| Utilities: | | | | | | | |
| Stormwater | 72 | 215 | 394 | 179 | 54.57% | 101 | 653 |
| Customer Service Fee | 11 | 32 | 42 | 10 | 76.19% | 14 | 102 |
| Total Utilities | 83 | 247 | 436 | 189 | 56.65% | 115 | 755 |
| Supplies | | 100 | 1,000 | 900 | 10.00% | | 837 |
| Property (Land and Buildings) | | | | | | 4,341 | 653,409 |
| Capital Outlay - Reclass to Balance Sheet | | | | | | (4,341) | (653,409) |
| Miscellaneous | 5,006 | 22,955 | 250,000 | 227,045 | 9.18% | 10,000 | 46,546 |
| **TOTAL OPERATING EXPENSE** | **5,900** | **25,342** | **276,101** | **250,759** | **9.18%** | **10,454** | **66,873** |
| **OPERATING INCOME (LOSS)** | **(5,700)** | **(24,742)** | **(273,701)** | **248,959** | **9.04%** | **(9,854)** | **(64,473)** |
| **NON-OPERATING INCOME (EXPENSE)** | | | | | | | |
| Intergovernmental | | | | | | | |
| Interest Income | | | | | | | |
| Bank Account Interest | 22 | 57 | | 57 | | 106 | 366 |
| Total Interest/Investment Income | 22 | 57 | | 57 | | 106 | 366 |
| **TOTAL NON-OPERATING INCOME (EXPENSE)** | **22** | **57** | | **57** | | **106** | **366** |
| **INCOME (LOSS) BEFORE TRANSFERS** | **(5,678)** | **(24,685)** | **(273,701)** | **249,016** | **9.02%** | **(9,748)** | **(64,107)** |
| **TRANSFERS** | | | | | | | |
| Transfers - in | | 25,000 | 273,701 | (248,701) | 9.13% | 4,341 | 671,154 |
| **TOTAL TRANSFERS - NET** | | **25,000** | **273,701** | **(248,701)** | **9.13%** | **4,341** | **671,154** |
| **CHANGE IN NET POSITION** | **($5,678)** | **$315** | | **$315** | **0.00%** | **($5,407)** | **$607,047** |
| CONTROL TOTALS | | | | | | | |
| Total Revenues | $222 | $25,657 | $276,101 | ($250,444) | 9.29% | $5,047 | $673,920 |
| Total Expenditures | 5,899 | 25,341 | 276,101 | 250,760 | 9.18% | 10,455 | 66,873 |
| Revenues less expenditures | (5,677) | 316 | | (316) | 0.00% | (5,408) | 607,047 |
| Difference | ($1) | ($1) | | $1 | 0.00% | $1 | |

# CITY OF GRIFFIN
# SALES TAX ANALYSIS

## LOCAL OPTION SALES TAX (LOST)

| Month | FY 2023 MTD | FY 2023 FYTD Total | FY 2023 FYTD % of Budget | FY 2024 MTD | FY 2024 FYTD Total | FY 2024 FYTD % of Budget | FY 2025 MTD | FY 2025 FYTD Total | FY 2025 FYTD % of Budget | FY 2026 MTD | FY 2026 FYTD Total | FY 2026 FYTD % of Budget | FY 2027 MTD | FY 2027 FYTD Total | FY 2027 FYTD % of Budget | MTD Change from Prior Year | Percent |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| July | $ 458,324 | $ 458,324 | 8.85% | $ 473,019 | $ 473,019 | 8.92% | $ 470,106 | $ 470,106 | 8.55% | $ 500,567 | $ 500,567 | 8.86% | $ 514,484 | $ 514,484 | 8.87% | $ 13,918 | 2.78% |
| August | 452,002 | 910,327 | 17.58% | 493,024 | 966,043 | 18.23% | 474,918 | $ 945,024 | 17.18% | 513,639 | $ 1,014,206 | 17.95% | 518,321 | $ 1,032,805 | 17.81% | $ 4,681 | 0.91% |
| September | 450,187 | 1,360,514 | 26.28% | 452,082 | 1,418,125 | 26.76% | 480,208 | $ 1,425,232 | 25.91% | 508,894 | $ 1,523,100 | 26.96% | 527,903 | $ 1,560,708 | 26.91% | $ 19,009 | 3.74% |
| October | 463,086 | 1,823,600 | 35.22% | 462,562 | 1,880,687 | 35.48% | 430,075 | $ 1,855,307 | 33.73% | 489,043 | $ 2,012,143 | 35.61% | | $ - | | | |
| Distribution | | | | | | | | $ - | | | $ - | | | $ - | | | |
| November | 468,213 | 2,291,813 | 44.27% | 474,785 | 2,355,471 | 44.44% | 482,265 | $ 2,337,571 | 42.50% | 482,564 | $ 2,494,707 | 44.15% | | $ - | | | |
| December | 465,265 | 2,757,078 | 53.25% | 452,471 | 2,807,942 | 52.98% | 472,799 | $ 2,810,370 | 51.10% | 514,974 | $ 3,009,681 | 53.27% | | $ - | | | |
| January | 545,958 | 3,303,035 | 63.80% | 560,583 | 3,368,525 | 63.56% | 567,668 | $ 3,378,038 | 61.42% | 588,260 | $ 3,597,941 | 63.68% | | $ - | | | |
| February | 415,351 | 3,718,386 | 71.82% | 423,694 | 3,792,219 | 71.55% | 421,302 | $ 3,799,340 | 69.08% | 477,487 | $ 4,075,428 | 72.13% | | $ - | | | |
| March | 420,772 | 4,139,158 | 79.95% | 459,845 | 4,252,064 | 80.23% | 439,681 | $ 4,239,021 | 77.07% | 457,158 | $ 4,532,585 | 80.22% | | $ - | | | |
| April | 492,846 | 4,632,004 | 89.47% | 470,825 | 4,722,889 | 89.11% | 495,364 | $ 4,734,385 | 86.08% | 527,508 | $ 5,060,094 | 89.56% | | $ - | | | |
| Distribution | | | | | | | | $ - | | | $ - | | | $ - | | | |
| May | 460,159 | 5,092,163 | 98.35% | 452,490 | 5,175,379 | 97.65% | 479,356 | $ 5,213,742 | 94.80% | 506,351 | $ 5,566,445 | 98.52% | | $ - | | | |
| Jun | 467,858 | 5,560,021 | 107.39% | 470,577 | 5,645,956 | 106.53% | 472,850 | $ 5,686,592 | 103.39% | 501,153 | $ 6,067,598 | 107.39% | | $ - | | | |
| **Total** | **$ 5,560,021** | | | **$ 5,645,956** | | | **$ 5,686,592** | | | **$ 6,067,598** | | | **$ 1,560,708** | | | | |
| % of Budget | 107.39% | | | 106.53% | | | 103.39% | | | 107.39% | | | 26.91% | | | | |
| Budget | $ 5,177,373 | | | $ 5,300,000 | | | $ 5,500,000 | | | $ 5,650,000 | | | $ 5,800,000 | | | | |
| Average | $ 463,335 | | | $ 470,496 | | | $ 473,883 | | | $ 505,633 | | | $ 520,236 | | | | |

# CITY OF GRIFFIN
# SALES TAX ANALYSIS

## TRANSPORTATION - SPECIAL PURPOSE LOCAL OPTION SALES TAX 2022 (T-SPLOST)

| | FY 2023 | | | FY 2024 | | | FY 2025 | | | FY 2026 | | | FY 2027 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Month** | **MTD** | **FYTD Total** | **FYTD % of Budget** | **MTD** | **FYTD Total** | **FYTD % of Budget** | **MTD** | **FYTD Total** | **FYTD % of Budget** | **MTD** | **FYTD Total** | **FYTD % of Budget** | **MTD** | **FYTD Total** | **FYTD % of Budget** |
| July | $ 364,041 | $ 364,041 | 9.77% | $ 388,417 | $ 388,417 | 10.42% | $ 388,209 | $ 388,209 | 10.41% | $ 432,325 | $ 432,325 | 11.60% | $ 437,123 | $ 437,123 | 11.73% |
| August | 359,820 | 723,861 | 19.42% | 370,885 | $ 759,302 | 20.37% | $ 394,625 | $ 782,834 | 21.00% | $ 433,287 | $ 865,612 | 23.22% | $ 446,131 | $ 883,254 | 23.70% |
| September | 372,168 | 1,096,029 | 29.40% | 374,611 | $ 1,133,913 | 30.42% | $ 352,476 | $ 1,135,310 | 30.46% | $ 410,390 | $ 1,276,002 | 34.23% | $ 422,890 | $ 1,306,144 | 35.04% |
| October | 374,023 | 1,470,053 | 39.44% | 375,853 | $ 1,509,766 | 40.50% | $ 393,829 | $ 1,529,139 | 41.02% | $ 406,423 | $ 1,682,425 | 45.14% | | $ - | |
| November | 373,411 | 1,843,464 | 49.46% | 365,356 | $ 1,875,122 | 50.31% | $ 388,969 | $ 1,918,108 | 51.46% | $ 429,395 | $ 2,111,820 | 56.66% | | $ - | |
| December | 440,751 | 2,284,214 | 61.28% | 461,588 | $ 2,336,710 | 62.69% | $ 472,656 | $ 2,390,764 | 64.14% | $ 493,351 | $ 2,605,171 | 69.89% | | $ - | |
| January | 331,213 | 2,615,427 | 70.17% | 343,359 | $ 2,680,069 | 71.90% | $ 358,465 | $ 2,749,229 | 73.76% | $ 394,866 | $ 3,000,037 | 80.48% | | $ - | |
| February | 342,395 | 2,957,822 | 79.35% | 379,372 | $ 3,059,441 | 82.08% | $ 366,550 | $ 3,115,779 | 83.59% | $ 390,791 | $ 3,390,828 | 90.97% | | $ - | |
| March | 395,641 | 3,353,463 | 89.97% | 387,858 | $ 3,447,299 | 92.48% | $ 415,584 | $ 3,531,363 | 94.74% | $ 450,453 | $ 3,841,281 | 103.05% | | $ - | |
| April | 367,844 | 3,721,307 | 99.83% | 371,587 | $ 3,818,886 | 102.45% | $ 398,590 | $ 3,929,953 | 105.43% | $ 431,533 | $ 4,272,814 | 114.63% | | $ - | |
| May | 378,958 | 4,100,265 | 110.00% | 382,870 | $ 4,201,755 | 112.72% | $ 399,495 | $ 4,329,448 | 116.15% | $ 426,656 | $ 4,699,470 | 126.08% | | $ - | |
| Jun | 379,147 | 4,479,412 | 120.17% | 384,950 | $ 4,586,706 | 123.05% | $ 420,901 | $ 4,750,349 | 127.44% | $ 440,205 | $ 5,139,674 | 137.89% | | $ - | |
| **Total** | **$ 4,479,412** | | | **$ 4,586,706** | | | **$ 4,750,349** | | | **$ 5,139,674** | | | **$ 1,306,144** | | |
| % of Budget | 120.17% | | | 123.05% | | | 127.44% | | | 137.89% | | | 35.04% | | |
| Budget | $ 3,727,500 | | | $ 3,727,500 | | | $ 3,727,500 | | | $ 3,727,500 | | | $ 3,727,500 | | |
| Average | $ 373,284 | | | $ 382,225 | | | $ 395,862 | | | $ 428,306 | | | $ 435,381 | | |
| % Increase PY | 4.42% | | | 2.40% | | | 3.57% | | | 12.06% | | | 1.65% | | |
| Actual Inception to Date | $ 5,551,828 | | | $ 10,138,533 | | | $ 14,888,882 | | | $ 15,278,208 | | | $ 16,584,352 | | |
| Cummulative Budget | $ 4,471,250 | | | $ 8,198,750 | | | $ 11,926,250 | | | $ 11,926,250 | | | $ 15,653,750 | | |

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on October 27, 2026.

### SPECIAL CONSIDERATIONS OR CONCERNS:

Commissioner Murray was absent on October 27, 2026 Workshop Meeting.

All Commissioners were present on October 27, 2026 Regular Meeting.

### STAFF RECOMMENDATION:

N/A

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Ragan Jones

**Meeting Date:**
10/11/2026

**Reviewed By:**
Jennifer Freeman

ATTACHMENTS:
10-27-26 Regular Meeting Minutes.pdf
10-27-26 Workshop Minutes.pdf

**CITY OF GRIFFIN BOARD OF COMMISSIONERS**
**REGULAR SCHEDULED MEETING**
**ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL**
**TUESDAY, OCTOBER 27, 2026**

Mayor Doug Hollberg presided, convening the meeting at 6:00 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Brad Wright, Holly Murray, Zachery Fuller and Rodney McCord. Also present were Interim City Manager, Jennifer Freeman, Assistant City Manager of Development Services, Kelsey Carden, City Attorney, Drew Whalen, and Ragan Jones to record minutes.

**Pledge of Allegiance**

Commissioner Fuller led the Pledge of Allegiance.

**Invocation**

Commissioner McCord offered the Invocation.

**Approval of the Agenda**

***Motion/second to amend the agenda to add Consider a Task Order Form, under a Master Services Agreement with LJA Engineering, Inc., for Potato Creek Sewer Basins PC1271 and PC1788 Project Representation services in the amount of $282,700.00 as regular agenda item #14 and Consider 1st amendment to the employment contract between the City of Griffin and Jessica O'Connor in order to fulfill her severance benefits under the contract dated December 9, 2025 as regular agenda item #15 by Commissioners Murray/Fuller carried by 7-0.***

## PRESENTATIONS AND DELEGATIONS

1. Recognize Amanda Carmichael as the September Strongest Link in the Chain award recipient. *Human Resources Director, Stephanie Woods, will address.*

   Human Resources Director, Ms. Woods, recognized Amanda Carmichael as the September Strongest Link in the Chain award recipient.

## CITIZEN COMMENTS

- Holland Gammage, address withheld, addressed the Board regarding concerns with City spending, including the former City Manager's severance and bringing Mr. Strickland back for grant-related work. He also expressed concerns regarding the independent investigation and the Police Department's handling of personnel matters.

- Denel James, 216 Westchester Drive, addressed the Board regarding the Police Department investigation and policy compliance report. She expressed concerns about the investigator's impartiality, allegations of a hostile work environment, and training procedures within the department. She questioned the Board's acceptance of the report and asked what steps would be taken to address the concerns.

**CITY OF GRIFFIN BOARD OF COMMISSIONERS**
**REGULAR SCHEDULED MEETING**
**ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL**
**TUESDAY, OCTOBER 27, 2026**

## PUBLIC HEARINGS

2. Receive comments regarding a request for a Special Use Permit to allow a Place of Assembly at 315 North 3rd Street (Parcel 007 17010A). *Director of Planning and Development, Michelle Haynes, will address.*

   There were no public comments.

3. Receive comments regarding a request for a Variance from the two (2) acre lot size and the requirement that a place of assembly be located on a public right-of-way fronting an arterial or collector street (Parcel 007 17010A). *Director of Planning and Development, Michelle Haynes, will address.*

   Ms. Haynes presented a request for a special use permit and variance for the Griffin Islamic Community Center at 315 North 3rd Street. The request would allow the combination of adjacent properties to expand the existing facility and provide additional parking. Staff recommended approval. The Planning and Zoning Board recommended approval of both requests by a 3-0 vote.

   There were no public comments.

## CONSENT AGENDA

4. Consider the minutes of the City of Griffin Board of Commissioners' Called Meeting and Regular Meetings on October 13, 2026.

5. Consider the purchase of a John Deere 320 P-Tier Backhoe Loader from Dobbs Equipment LLC, best quote, in the amount of $129,719.91 for the Wastewater Collections Division. *Director of Water and Wastewater, Brandon Lewis, will address.*

   Commissioner Wright inquired why the lowest quote was not selected.

   Director of Water and Wastewater, Brandon Lewis, explained that staff compared all three backhoes and recommended the John Deere based on its warranty, safety features, performance, and resale value. He stated that while the John Deere was approximately $9,000 more than the lowest quote, it offered a better warranty, increased lifting capacity, improved visibility, and a 43% discount through Sourcewell government pricing.

   ***Motion/second to approve Consent Agenda by Commissioners Murray/Ward carried by 7-0.***

## REGULAR AGENDA

6. Consider a request for a Special Use Permit to allow a Place of Assembly at 315 North 3rd Street (Parcel 007 17010A). *Director of Planning and Development, Michelle Haynes, will address.*

   ***Motion/second to approve a request for a Special Use Permit to allow a Place of Assembly at 315 North 3rd Street (Parcel 007 17010A) by Commissioners Wright/Fuller carried by 7-0.***

7. Consider a request for a Variance from the two (2) acre lot size and the requirement that a place of assembly b located on a public right-of-way fronting an arterial or collector street (Parcel 007 17010A). *Director of Planning and Development, Michelle Haynes, will address.*

   ***Motion/second to approve a request for a Variance from the two (2) acre lot size and the requirement that a place of assembly b located on a public right-of-way fronting an arterial or collector street (Parcel 007 17010A) by Commissioners Wright/Fuller carried by 7-0.***

8. Consider a Trademark License Agreement with the Georgia Department of Economic Development's Georgia Film Office granting the City a license to use the Camera Ready Program trademark. *Director of Planning and Development, Michelle Haynes, will address*.

   ***Motion/second to approve a Trademark License Agreement with the Georgia Department of Economic Development's Georgia Film Office granting the City a license to use the Camera Ready Program trademark by Commissioners Murray/Fuller carried by 7-0.***

9. Consider an agreement with Site Med, Single Source, to conduct on-site NFPA 1582 firefighter medical exams in the amount of $33,985.00. *Fire Chief John Hamilton will address.*

   Commissioner Wright asked why the agreement was considered single source when other vendors were available.

   Chief Hamilton explained that very few vendors offer on-site examinations, and the only other vendor, Professional Health Services (PHS Mobile), had not responded to multiple requests from the City.
   ***Motion/second to approve an agreement with Site Med, Single Source, to conduct on-site NFPA 1582 firefighter medical exams in the amount of $33,985.00 by Commissioners Fuller/Murray carried by 7-0.***

10. Consider a Task Order Form, under a Master Services Agreement with LJA Engineering, Inc., for Potato Creek Sewer Basin PC8100 Design and Bid Services in the amount of $318,800.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

***Motion/second to approve a Task Order Form, under a Master Services Agreement with LJA Engineering, Inc., for Potato Creek Sewer Basin PC8100 Design and Bid Services in the amount of $318,800.00 by Commissioners Wright/Murray carried by 7-0.***

11. Consider acceptance of the Electric Cities of Georgia (ECG) Year-End Settlement and Contract Payment Reimbursement, in the amount of $18,656.89 and deposit 100% into the Electric Department's Pole Attachment Inventory Fund. *Electric Director, Jason Crane will address.*

    Commissioner Wright asked what the pole attachment inventory consisted of.

    Electric Director, Jason Crane, explained that the funds would be used to pay a contractor through ECG to inventory attachments on City poles and ensure the appropriate fees are being collected.

    Commissioner Fuller inquired if the options for the funds were to be used for either inventory or training.

    Mr. Crane explained that the settlement funds could be used for either training or inventory. He stated that last year's funds were placed into the training fund, which currently has approximately $30,000, and that the inventory fund was a new option this year.

    ***Motion/second to approve an acceptance of the Electric Cities of Georgia (ECG) Year-End Settlement and Contract Payment Reimbursement, in the amount of $18,656.89 and deposit 100% into the Electric Department's Pole Attachment Inventory Fund Murray/Ward carried by 7-0.***

12. Consider resolution to adopt proposed changes to the City of Griffin Consolidated Fee Schedule, last updated March 2026. *Assistant City Manager of Development Services, Kelsey Carden, and Director of Public Works, Mariza Eller, will address.*

    ***Motion/second to approve a resolution to adopt proposed changes to the City of Griffin Consolidated Fee Schedule, last updated March 2026 by Commissioners Murray/Fuller carried by 7-0.***

13. Mayor Hollberg to appoint a member to the Planning and Zoning Board for At-Large to succeed Neal Baldwin, who resigned his seat on September 22, 2026.

    ***Mayor Hollberg appointed Curtis Platt, 114 Maplewood Drive, to the at-large seat on the Planning and Zoning Board for the rest of the unexpired term. He succeeds Neil Baldwin, who resigned on September 22, 2026.***

14. Consider a Task Order Form, under a Master Services Agreement with LJA Engineering, Inc., for Potato Creek Sewer Basins PC1271 and PC1788 Project Representation services in the amount of $282,700.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

    ***Motion/second to approve a Task Order Form, under a Master Services Agreement with LJA Engineering, Inc., for Potato Creek Sewer Basins PC1271 and PC1788 Project Representation services in the amount of $282,700.00 by Commissioners Murray/Wright carried by 7-0.***

15. Consider 1st amendment to the employment contract between the City of Griffin and Jessica O'Connor in order to fulfill her severance benefits under the contract dated December 9, 2025. *City Attorney Drew Whalen will address.*

    Mayor Hollberg read the amendment to the employee contract between the City of Griffin and Jessica O'Connor. The amendment reads as follows:

**FIRST AMENDMENT TO EMPLOYMENT CONTRACT**
**BETWEEN**
**THE BOARD OF COMMISSIONERS OF**
**THE CITY OF GRIFFIN, GEORGIA**
**AND**
**JESSICA WHATLEY O'CONNOR**
**AS CITY MANAGER**

THIS AMENDMENT is made and entered into this 27th day of October 2026, by and between the Board of Commissioners, City of Griffin, Georgia, hereinafter called "Employer" and Jessica Whatley O'Connor, hereinafter called "Employee":

WITNESSETH

WHEREAS Employer and Employee desire to amend that certain EMPLOYMENT CONTRACT between them, effective as of December 9, 2025 (hereinafter referred to as the "Employment Contract");

WHEREAS any and all terms and conditions of the Employment Contract not herein modified are to remain in full force and effect; however, if there arises any conflict between the terms of this First Amendment and the Employment Contract, the terms of this First Amendment shall control.

IT IS AGREED that the Employment Contract shall be amended as follows:

1. Section 3.A is amended by deleting the section in its entirety and replacing it with the following:

A. Upon termination of Employee for "just cause" as hereinafter defined, her compensation and benefits shall cease as of the 30th day following the date of termination; provided, however, that in the event Employer decides to terminate Employee's services without "just cause" at any time during the term of this Agreement, Employer agrees to place Employee on paid administrative leave

for twenty-six (26) weeks before the termination effective date, so that Employee's compensation and benefits continue, in bi-weekly payments, for twenty-six (26) weeks following the notice of termination, based upon her current salary, benefits, and deferred compensation, and Employee will be paid for accumulated, unused Annual Leave at her current rate of pay. For the avoidance of doubt, Employee's compensation paid during the period of paid administrative leave shall count as regular "earnings" for all applicable purposes under the City's GMEBS Defined Benefit Retirement Plan ("GMEBS Plan"), and the twenty-six weeks of paid administrative leave shall count as "credited service" under the GMEBS Plan for all purposes, notwithstanding that Employee will not return to active employment upon expiration of this leave of absence. Further, for purposes of the City's 401(a) Plan, Employee will be treated as regularly scheduled to work 30 or more hours per week during the period of paid administrative leave. Employee's termination effective date will be the last day of the paid administrative leave.

F. During any period of paid administrative leave pursuant to Section 3.A., Employee is required to relinquish any City or Department issued equipment in Employee's possession; Employee must provide a working phone number and physical address at which Employee can be contacted; Employee will refrain from any contact – direct or indirect – with other City officials and employees other than the Human Resources Director, the City Manager, or City Attorney; and Employee may not be on City property unless the property is generally used by the public for recreational or business purposes (i.e., park, golf course, paying a bill, etc.).

Employer and Employee, having read this First Amendment in its entirety and intending to be legally bound, have voluntarily executed this First Amendment, agreeing to its terms, on the day and year written above.

***Motion/second to approve 1st amendment to the employment contract between the City of Griffin and Jessica O'Connor in order to fulfill her severance benefits under the contract dated December 9, 2025 by Commissioners McCord/Murray carried by 5-2. Commissioners Ward and Curtis voted against.***

## CITY MANAGER'S REPORT

- Ms. Freeman stated the 20th Annual Stream Clean had a great turnout!
- She reminded Commissioners to turn in registration forms to the City Manager's office by Friday, October 30th.
- She announced that Planning and Development Director Michelle Haynes and her staff accepted the City's 2026 Community Development Block Grant (CDBG) check at the State Capitol. The City's CDBG awards now total about $12 million.

## CITY ATTORNEY COMMENTS

- Mr. Whalen shared on October 14, 2026, the Georgia Supreme Court decided a case involving a fire fee adopted by Chatham County that was structured much like a stormwater utility fee. The Court distinguished its earlier decisions in *McLeod v. Columbia County* (2003) and *Homewood v.*

*City of Athens*, which held that stormwater utility charges are legitimate fees for service rather than unconstitutional taxes, and those decisions still stand.

## CITY COMMISSIONER COMMENTS

Curtis: No comment.

Ward: No comment.

Murray: Commissioner Murray congratulated Amanda Carmichael. She asked residents to watch for trick-or-treaters and to drive safely around downtown trick-or-treating and in her district.

McCord: Commissioner McCord encouraged everyone to vote! He reminded residents that early voting ends Friday at 6:00 p.m., and Election Day is November 3, 2026.

Wright: No comment.

Fuller: Commissioner Fuller thanked residents for attending and commenting, congratulated staff on the CDBG grant, and wished everyone a happy Halloween.

Hollberg: Mayor Hollberg announced downtown trick-or-treating on Thursday, October 29, from 4:00 to 7:00 p.m., which usually draws 3,000 to 5,000 people. He noted people not trick-or-treating should avoid downtown. He thanked everyone who took part in the 20th annual stream cleanup and the Union Cemetery cleanup.

## ADJOURN

***Motion/second to adjourn at 6:37 p.m. by Commissioners Wright/Fuller carried 7-0.***

_____ _____

Douglas S. Hollberg, Mayor Jennifer Freeman, Interim City Manager

**CITY OF GRIFFIN BOARD OF COMMISSIONERS**
**WORKSHOP MEETING**
**ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL**
**TUESDAY, OCTOBER 27, 2026**

Mayor Doug Hollberg presided, convening the meeting at 9:00 a.m. Commissioners attending included Cynthia Ward, Rose Curtis, Brad Wright, Zachery Fuller and Rodney McCord. Also present were Interim City Manager, Jennifer Freeman, Assistant City Manager of Development Services, Kelsey Carden, City Attorney, Drew Whalen, Legal Assistant, Ashlee Hurst, and Ragan Jones to record minutes.

**Approval of the Agenda**

***Motion/second to amend the agenda to add 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 by Commissioners Wright/Ward carried by 6-0.***

## CALL TO ORDER

1. Discuss the proposed installation of a Safe Haven Baby Box at City of Griffin Fire Stations. *Fire Chief John Hamilton will address.*

   Chief Hamilton proposed installation of Safe Haven Baby Boxes at City fire stations. He explained that Georgia's Safe Haven Law allows parents to surrender infants under 45 days old at designated locations without prosecution and was amended in July 2026 to allow the use of baby boxes. Chief Hamilton explained that the temperature-controlled boxes are installed within the exterior walls of fire stations and are equipped with alarms that notify dispatch when accessed and when an infant is placed inside. The boxes automatically lock upon receiving an infant and can only be opened from inside the station. The boxes would be owned and maintained by Safe Haven Baby Boxes under a five-year renewable agreement. The estimated upfront cost is $21,000 to $24,000 per box, with annual maintenance and monitoring fees totaling approximately $900. He explained that Helpful Heroes, a nonprofit established within the Griffin Fire Department, would raise funds to cover the initial and ongoing costs, with the goal of funding two boxes.

   Commissioner Fuller inquired about the City's potential liability if an infant older than the 45-day legal limit were anonymously surrendered through the baby box, stating that such an act could constitute felony abandonment.

   Chief Hamilton explained that, under the Safe Haven Law, the City would not incur any liability, as the law provides liability protections for hospitals, fire stations, and police stations serving as Safe Haven locations.

   Ms. Carden explained that the hospital evaluating the infant would determine whether the child meets the age requirements under the Safe Haven Law. If the infant is determined to be older than the legal limit, the Fire Department, as a mandatory reporter, would notify the Police Department to investigate the potential abandonment. She clarified that the City would not incur

additional liability, as its responsibility would be the same as in any other child abandonment case.

Commissioner Fuller inquired about the next steps for the infant following the medical evaluation, including where the child would be placed.

Chief Hamilton explained that EMS would evaluate the infant, DFCS would assume custody, and law enforcement would be notified when necessary. He further stated that the boxes are designed to maintain the anonymity of the surrendering parent.

Commissioner Fuller asked about potential liability if a deceased infant were placed in the box.

Chief Hamilton explained that emergency personnel would attempt to revive the infant and determine the circumstances surrounding the death. He stated that law enforcement would be notified to conduct an investigation, working alongside the coroner and Georgia Medical Examiner's Office to determine the cause of death.

Commissioner Fuller asked whether the anonymous nature of the boxes would prevent identification of an individual in such a situation.

Chief Hamilton explained that while the boxes are designed to allow for anonymous surrender, any circumstances requiring an investigation would be referred to law enforcement.

Commissioner Fuller inquired about the annual certification fee.

Chief Hamilton explained that Safe Haven Baby Boxes would conduct routine inspections and maintenance to ensure the box is functioning properly and meets required specifications.

Commissioner Wright inquired about expanding the program to all fire station locations.

Chief Hamilton stated that the initial goal is two boxes, with the possibility of eventually installing boxes at all four fire stations.

***The Board reached a 5-1 consensus to authorize the Fire Department to move forward with a Safe Haven Baby Box agreement. Commissioner Fuller opposed.***

2. Consider Executive Session pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting 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; Pursuant to O.C.G.A. Section 50-14-3(b)(2) for the purpose of

discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.

***Motion/second to enter into Executive Session at 9:20 a.m. Pursuant to O.C.G.A. Section 50-14-2(1) for the purpose of consulting 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; Pursuant to O.C.G.A. Section 50-14-3(b)(2) for the purpose of discussing or deliberating upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee; 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 by Commissioners Wright/Fuller carried by 6-0.***

***Motion/second to adjourn Executive Session at 10:36 a.m. by Commissioners Wright/Fuller carried 6-0.***

## ADJOURN

***Motion/second to adjourn at 10:37 a.m. by Commissioners Ward/Wright carried 6-0.***

_____ _____

Douglas S. Hollberg, Mayor Jennifer Freeman, Interim City Manager

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider the purchase of a fairway unit, broadcast spreader, and aerator from Jerry Pate Turf & Irrigation, best quote, in the amount of $150,818.02. *Public Works Director, Mariza Eller, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The golf course is requesting to purchase a fairway unit, broadcast spreader, and aerator from Jerry Pate Turf & Irrigation, best quote, in the amount of $150,818.02. The current fairway unit at the golf course is from 1997 and needs several costly repairs to continue running. The fairway unit cuts all day, two times a week, during grass growing season. The current fairway unit breaks down frequently. The average lifespan of a fairway unit is roughly 15 years.

The current aerator at the golf course is from 2004. The aerator continues to break down and needs costly repairs. Due to the age of the current aerator and repairs needed we are only able to aerate twice a year. With the purchase o a new aerator we will be able to aerate 3-4 times a year. The new unit will also cut down on the amount of time it will take to aerate the golf course from two days, down to one day. The aerification unit could last 15-20 years.

The broadcast spreader will be replacing an existing spreader used at the golf course. The year the current one was purchased is unknown. The current spreader is in poor condition with rusting holes in it. The spreader aides staff in planting, fertilizing, applying pre and post emergent applications for weed control, and spreading sand. The spreade can last 15-20 years.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

Total cost for all three pieces of golf course equipment is $150,818.02. Public works budgeted $160,300.00 for the equipment. This has resulted in a cost savings of $9,481.98. All three pieces of golf course equipment, fairway unit, broadcast spreader, and aerifier, will be paid under the same GMA lease. The equipment was budgeted for in the FY27 budget.

**Submitted By:**

Mariza Eller

**Meeting Date:**

10/11/2026

ATTACHMENTS:

Jerry Pate Turf & Irrigation Quote.pdf

SP 10/26/26

*FY27 Reg Purchase Order*

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

**DATE:** 8/24/26

**FY27 Purchase Order No.** 27-0263
**Bid/Quote No.**
**Vendor No.**

Vendor Name & Address
**Jerry Pate Turf & Irrigation**
**Colby Spivey**
**5350 Tulane Drive**
**Atlanta, Ga 30336**
cspivey@jerrypate.com
Ph: 678-776-1460 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

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 - Golf Course**
**100 S Hill Street**
**Griffin, GA 30223**

ATTN: Mariza Eller/Bayne Mallary
Phone: 770-229-6603 Fax:

**- - 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**

**- VENDORS HAVE AGREED TO CITY PO TERMS AND CONDITIONS -WRITTEN CONFIRMATION ATTACHED** **Y/N**

| Description | Account Number | Quantity | UOM | Unit Price | Extended Totals |
|---|---|---|---|---|---|
| **Toro Reelmaster 5510-D, 36.8hp Yanmar Diese** | 591 - 5130 - 54 - 2500 - 0000 | 1 | EA | 97,327.980 | **97,327.98** |
| 22 Inch 7Inch 11-Blade Forward Swept Reel | - - - - | | | | |
| (FSR) EdgeSeries | - - - - | | | | |
| 7 Inch Powered Rear Roller Brush for Cutting | - - - - | | | | |
| Units without Groomes | - - - - | | | | |
| Cool Top Canopy | - - - - | | | | |
| *Telematics Gateway (TG) Device Standard | - - - - | | | | |
| **Dealer Prep** | 591 - 5130 - 54 - 2500 - 0000 | 1 | EA | 6,829.100 | **6,829.10** |
| **Destination Fee** | 591 - 5130 - 54 - 2500 - 0000 | 1 | EA | 357.000 | **357.00** |
| | - - - - | | | | |
| **CAPITAL PROJECT #:** CP2027-5130-9-26 | 591 - 5130 - 54 - 9999 - 0000 | *enter debit/credit amounts in* | | | |
| (DISTRIBUTION & $$) | 591 - 0000 - 11 - 7501 - 0000 | *the extended totals column* | | | |

**COMMENTS:** SOURCEWELL Contract 112624-TTC **Totals: $** **$ 104,514.08**

**FY27 Purchase Order**

**COG USE ONLY** ⬇ COG USE ONLY ⬇

**PRICING METHOD:**

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

**Dept / Requestor / Date** Mariza Eller
**Purchasing / Date** Deborah M Gellert 10.26.26
**Department Mgr / Date**
**Finance Director / Date**

Copy emailed to Supplier ☐ Supplier Notified
**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**

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**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.

Griffin
Growing, TOGETHER

# JUSTIFICATION – RECOMMENDATION TO PURCHASE

**TYPE OF PURCHASE (BID#/QUOTE#/PO):** PO

**DATE (BID OPEN OR DATE SUBMITTED):** 10/23/2026

**TITLE OR DESCRIPTION:** Fairway mower for the Golf Course

## RECOMMENDED SUPPLIER

**COMPANY NAME:** Jerry Pate Turf & Irrigation

**CITY, STATE:** Atlanta, Ga

**AWARD/PO AMOUNT:** $104,514.08

**The recommended supplier for this purchase is not the lowest bid/quote submission or the only quote submitted. The justification to consider accepting this supplier is below:**

**JUSTIFICATION FOR THE SELECTION OF ONLY SUBMITTED QUOTE OR OTHER THAN LOWEST RESPONSIVE BID:**

| |
|---|
| **Quote #1. Jerry Pate Turf & Irrigation** |
| Toro Reelmaster 5510-D, 36.8 Yanmar Diesel |
| $104,514.08 |
| **Quote #2. Tri-State Pump & Control, Inc.** |
| Jacobsen LF570 with 9 blade reels and cool top |
| $93,374.60 |
| **Quote #3. Abell Turf & Tractor, Inc.** |
| Baroness LM551B |
| $91,358.00 |
| |
| |
| **Justification Statement:** |
| We currently have a 3575-D Toro fairway unit that uses many of the same parts as the Rellmaster |
| 5510-D. Parts for the Toro are made aftermarket by many different vendors which leads to more |
| readily avalable parts and more competitive pricing. The Jacobsen and Baroness are brand specific on parts |

| Justification Statement: Continued |
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SB 10/26/26



Griffin
Growing, TOGETHER

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

**DATE:** 8/24/26

**FY27 Purchase Order No.** 27-0264

**Bid/Quote No.**

**Vendor No.**

Vendor Name & Address
**Jerry Pate Turf & Irrigation**
**Colby Spivey**
**5350 Tulane Drive**
**Atlanta, Ga 30336**
cspivey@jerrypate.com
Ph: 678-776-1460 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

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 - Golf Course**
**100 S Hill Street**
**Griffin, GA 30223**

ATTN: Mariza Eller/Bayne Mallary
Phone: 770-229-6603 Fax:

**- - 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

**- VENDORS HAVE AGREED TO CITY PO TERMS AND CONDITIONS -WRITTEN CONFIRMATION ATTACHED** **Y/N**

| Description | Account Number | Quantity | UOM | Unit Price | Extended Totals |
|---|---|---|---|---|---|
| **Toro ProCore 648s, 23 hp Kohler** | 591 - 5130 - 54 - 2500 - 0000 | 1 | EA | 39,253.940 | **39,253.94** |
| Mini-tine Head Set (2 rows of 5) | - - - - | | | | |
| Guard-Turf, Mini Tine, Short | - - - - | | | | |
| Guard-Turf, Mini Tine, Long | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
| **CAPITAL PROJECT #:** CP2027-5130-9-28 | 591 - 5130 - 54 - 9999 - 0000 | *enter debit/credit amounts in* | | | |
| (DISTRIBUTION & $$) | 591 - 0000 - 11 - 7501 - 0000 | *the extended totals column* | | | |

**COMMENTS:** SOURCEWELL Contract 112624-TTC **Totals: $** **$ 39,253.94**

**FY27 Purchase Order**

**COG USE ONLY** ⬇ COG USE ONLY ⬇

**PRICING METHOD:**

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

**Dept / Requestor / Date** Maliz Eller
**Department Mgr / Date**

**Purchasing / Date** Deborah M Gullett 10.26.26
**Finance Director / Date**

Copy emailed to Supplier
Supplier Notified

**City Manager / Date**

**BOARD / Date**

# TERMS AND CONDITIONS OF PO / CONTRACT

**ARTICLE 1 PURCHASE ORDER AUTHORIZATION**

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**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.

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**ARTICLE 15 WORKS ON PREMISES**

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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.

# JUSTIFICATION – RECOMMENDATION TO PURCHASE

**TYPE OF PURCHASE (BID#/QUOTE#/PO):** PO

**DATE (BID OPEN OR DATE SUBMITTED):** 10/23/2026

**TITLE OR DESCRIPTION:** Aerifier for Golf Course

## RECOMMENDED SUPPLIER

**COMPANY NAME:** Jerry Pate Turf & Irrigation

**CITY, STATE:** Atlanta, Ga

**AWARD/PO AMOUNT:** $39,253.94

**The recommended supplier for this purchase is not the lowest bid/quote submission or the only quote submitted. The justification to consider accepting this supplier is below:**

**JUSTIFICATION FOR THE SELECTION OF ONLY SUBMITTED QUOTE OR OTHER THAN LOWEST RESPONSIVE BID:**

| |
|---|
| **Quote #1. Jerry Pate Turf & Irrigation** |
| Toro ProCore 648s, 23 hp Kohler |
| $39,253.94 |
| **Quote #2. Tri-State Pump & Control, Inc.** |
| Redexim Vert-Drain with Carrier |
| $53,591.31 |
| **Quote #3. Baroness Equipment** |
| Did not provide a responsive quote for an aerifier. |
| |
| |
| |
| **Justification Statement:** |
| The Redexim aerifier is hard to get parts for and normally has long lead times. Toro equipment |
| has many different aftermarket dealers that make parts easier to get and pricing more competitive. |
| |

## Justification Statement: Continued

SP 10/26/26

*FY27 Reg Purchase Order*

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

**DATE:** 8/24/26

**FY27 Purchase Order No.** 27-0265

**Bid/Quote No.**

**Vendor No.**

Vendor Name & Address

**Jerry Pate Turf & Irrigation**
**Colby Spivey**
**5350 Tulane Drive**
**Atlanta, Ga 30336**
cspivey@jerrypate.com
Ph: 678-776-1460 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

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

Deliver to:

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**Public Works - Golf Course**
**100 S Hill Street**
**Griffin, GA 30223**

ATTN: Mariza Eller/Bayne Mallary

Phone: 770-229-6603 Fax:

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| | | |
|---|---|---|
| - VENDORS MUST HAVE A CURRENT REGISTRATION ON FILE PRIOR TO PO PROCESSING - | On File? Y/N | Y |
| - VENDORS HAVE AGREED TO CITY PO TERMS AND CONDITIONS -WRITTEN CONFIRMATION ATTACHED | Y/N | |

| Description | Account Number | Quantity | UOM | Unit Price | Extended Totals |
|---|---|---|---|---|---|
| **Lely L1250 Broadcast Spreader** | 591 - 5130 - 54 - 2500 - 0000 | 1 | EA | 7,050.000 | **7,050.00** |
| 19.4 cu. Ft. (930 lbs.) capacity, | - - - - | | | | |
| 3-point hitch, PTO unit | - - - - | | | | |
| | - - - - | | | | |
| | - - - - | | | | |
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| **CAPITAL PROJECT #:** CP2027-5130-9-27 | 591 - 5130 - 54 - 9999 - 0000 | *enter debit/credit amounts in* | | | |
| (DISTRIBUTION & $$) | 591 - 0000 - 11 - 7501 - 0000 | *the extended totals column* | | | |

**COMMENTS:** SOURCEWELL Contract 112624-TTC

**Totals: $** **$ 7,050.00**

**FY27 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** Mariza Eller

**Purchasing / Date** Deborah M Gilbert 10.26.26

**Department Mgr / Date**

**Finance Director / Date**

**City Manager / Date** 10/26/26

**BOARD / Date**

# TERMS AND CONDITIONS OF PO / CONTRACT

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**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 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.

# Justification – Recommendation to Purchase

**Type of Purchase (Bid#/Quote#/PO):** PO

**Date (Bid Open or Date Submitted):** 10/23/2026

**Title or Description:** Broadcast Spreader for Golf Course

## Recommended Supplier

**Company Name:** Jerry Pate Turf & Irrigation

**City, State:** Atlanta, Ga

**Award/PO Amount:** $7,050.00

**The recommended supplier for this purchase is not the lowest bid/quote submission or the only quote submitted. The justification to consider accepting this supplier is below:**

**Justification for the Selection of Only Submitted Quote OR Other Than Lowest Responsive Bid:**

| |
|---|
| **Quote #1. Jerry Pate Turf & Irrigation** |
| Lely L1250 Broadcast Spreader |
| $7,050.00 |
| **Quote #2. Tri-State Pump & Control, Inc.** |
| Wessex FSR-800 PTO Spreader |
| $4,850.00 |
| **Quote #3. Abell Turf & Tractor, Inc.** |
| Lely L1250 Broadcast Spreader |
| $6,800.00 |
| |
| |
| **Justification Statement:** |
| The Wessex FSR-800 does not convert to a mass feed ring for sand spreading, and the ability to spread sand is needed for fairway topdressing. This purchase coinsides with two other golf equipment purchases. Both of the other purchases are being made from Jerry Pate Turf & Irrigation. Jerry Pate Turf |

is closer to Griffin, which makes the access to parts and service more convenient, as well as same day delivery on all in stock parts. Abell Turf & Tractor, Inc. is located in Canton, Ga which is less convenient. They also do not offer same day delivery on instock parts.

Toro Equipment

RM 5510 Fairway unit, Procore 648 Aerifier, Lely L1250 fertilizer/sand spreader

These are the units we would like to go with for Capital Equipment. We have a 3575-D Toro fairway unit that use some of the same parts as the RM 5510. Procore 648 is a walk behind aerifier for less weight on the greens while punching holes to get air/water/nutrients into the soil and thatch/compaction out of the soil. The Lely L1250 is a fertilizer spreader we can use for fertilizer and we can change out the feeding ring to a mass feeding ring to be used as a sand top dresser to sand fairways and tees if needed. I am able to buy after market parts and also buy bed knives/reels from other venders for all these machines. We are able to purchase all 3 pieces of equipment that we want on the same Loan.

# Jerry Pate Turf & Irrigation

Jerry Pate Turf & Irrigation
5350 Tulane Drive
Atlanta, GA 30336
800-700-7001
850-484-8596 (fax)
www.jerrypate.com

DATE: October 30, 2026
EXPIRATION DATE: Valid 30 Days
CPQ # 2680090

Exclusively For: **Griffin City Golf Course**
Attn: Bayne Mallary
625 Camp Northern Rd
Griffin, GA 30224

**Proposed Order**
**The SOURCEWELL Contract 112624-TTC**
**Sourcewell Customer # 29765**

Account Executive: Colby Spivey
678-776-1460 cell
cspivey@jerrypate.com

[Ph#]
[Email]
[Customer Acct#]

Per your request, I am pleased to submit a proposal on the following equipment:

| Qty | Model # | Description | Unit Price | Extension |
|---|---|---|---|---|
| **Jerry Pate Turf & Irrigation, Inc. reserves the right to adjust pricing at time of delivery in the event of any tariffs, surcharges, or other fees are incurred. Any such potential tariffs or surcharges at time of shipment will be added to final invoice.** ***PLEASE INITIAL HERE***_____ | | | | |
| **1** | **03954** | **Toro Reelmaster 5510-D, 36.8 hp Yanmar Diesel** | $ 97,327.98 | **$ 97,327.98** |
| 5 | 03641 | 22 Inch 7 Inch 11-Blade Forward Swept Reel (FSR) EdgeSeries | | |
| 1 | 03408 | 7 Inch Powered Rear Roller Brush for Cutting Units without Groomers | | |
| 1 | C4351R | Cool Top Canopy | | |
| | | ***Telematics Gateway (TG) Device Standard*** | | |
| **1** | **09960** | **Toro ProCore 648s, 23 hp Kohler** | $ 39,253.94 | **$ 39,253.94** |
| 3 | 09736 | Mini-tine Head Set (2 rows of 5) | | |
| 2 | 120-1047 | Guard-Turf, Mini Tine, Short | | |
| 1 | 120-1052 | Guard-Turf, Mini Tine, Long | | |
| | | ***Telematics Gateway (TG) Device Standard*** | | |
| | | ***No Tines Configured*** | | |
| **1** | **L1250** | **Lely L1250 Broadcast Spreader**<br>19.4 cu. Ft. (930 lbs.) capacity, 3-point hitch, PTO unit | $ 7,050.00 | **$ 7,050.00** |

**Lely Broadcast Spreaders not Included on Sourcewell Contract*

***Prices are subject to change to reflect Invited National Account discounts from MSRP in effect on the date of shipment.***

| | | |
|---|---|---|
| **Subtotal** | **$** | **143,631.92** |
| **Dealer Prep** | **$** | **6,829.10** |
| **Destination Fee** | **$** | **357.00** |
| **Total Proposal** | **$** | **150,818.02** |

**Jerry Pate Turf & Irrigation offers service agreements for your turf equipment, utility vehicles, irrigation, and pump stations.**
**Ask your Account Executive for more information today!**

# Jerry Pate Turf & Irrigation

| Qty | Model # | Description | Unit Price | Extension |
|---|---|---|---|---|

**Prices Do Not Include Sales Tax or Applicable Documentation Fees**

This is a proposal on the goods named, subject to the following conditions: The prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All proposals and agreements are contingent on availability of product from the manufacturer. Prices are based on cost and conditions existing on date of proposal and are subject to change without notice. Typographical errors are subject to correction.

## Product Liability Disclaimer and Indemnification Clause

**Product Liability Disclaimer**

To the fullest extent permitted by law, Jerry Pate Turf & Irrigation, Century Equipment, a Jerry Pate Company , and all its affiliates, expressly disclaims any and all liability for any damages, losses, or injuries arising out of or related to the use, misuse, or inability to use any product sold, distributed, or manufactured by Jerry Pate Turf & Irrigation, including but not limited to direct, indirect, incidental, special, consequential, or punitive damages. Except as expressly stated in writing, Jerry Pate Turf & Irrigation makes no warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

The purchaser, user, and/or vendor assumes all risks associated with the use of the product. In no event shall Jerry Pate Turf & Irrigation's total liability exceed the purchase price paid for the product. Nothing in this disclaimer shall be construed to waive any rights or remedies that cannot be waived under law, including those relating to personal injury or consumer protection.

**Indemnification Clause**

The purchaser and/or vendor agrees to indemnify, defend, and hold harmless Jerry Pate Turf & Irrigation, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or related to the purchaser or vendor's use, misuse, or resale of the product, violation of applicable laws, or breach of this agreement, except to the extent caused by the gross negligence or willful misconduct of Jerry Pate Turf & Irrigation.

**Dispute Venue Clause**

This Agreement shall be interpreted in accordance with the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction sitting in Escambia County, Florida.

To accept this proposal, please sign and return_____ _____

Signature Date

_____ _____

Print Name Title

**Thank you, we appreciate your business!**

## Mariza Eller

**From:** Deborah Manning-Gilbert
**Sent:** Thursday, October 22, 2026 8:51 AM
**To:** Mariza Eller
**Subject:** RE: [External] City of Griffin Lease Supplement - Golf Course Equipment

Yes, she will need to know both purchases are being financed.

Thanks,

**Deborah Manning-Gilbert | Director**
Finance
(770) 229-6401
dgilbert@cityofgriffin.com

**From:** Mariza Eller <meller@cityofgriffin.com>
**Sent:** Thursday, October 22, 2026 8:22 AM
**To:** Deborah Manning-Gilbert <dgilbert@cityofgriffin.com>
**Subject:** RE: [External] City of Griffin Lease Supplement - Golf Course Equipment

Thank you, Deborah. I will get the PO turned in. Do you want me to attach this email for Suzanne?

**Mariza Eller | Director**
Public Works
770-229-6603
meller@cityofgriffin.com

**From:** Deborah Manning-Gilbert <dgilbert@cityofgriffin.com>
**Sent:** Wednesday, October 21, 2026 12:13 PM
**To:** Mariza Eller <meller@cityofgriffin.com>
**Subject:** FW: [External] City of Griffin Lease Supplement - Golf Course Equipment

GMA combined the Motor Pool Truck and Golf Course Equipment into one lease. The bank has approved financing. I will get the lease supplement signed. I will need final invoices for both purchases and the MSO and MV-1 for the truck.

Thanks,

Deborah Manning-Gilbert | Director
Finance
(770) 229-6401
dgilbert@cityofgriffin.com

**From:** Philip Potter <ppotter@gacities.com>
**Sent:** Wednesday, October 21, 2026 10:19 AM
**To:** Deborah Manning-Gilbert <dgilbert@cityofgriffin.com>
**Cc:** Amanda Carmichael <ACarmichael@cityofgriffin.com>
**Subject:** RE: [External] City of Griffin Lease Supplement - Golf Course Equipment

Hi again—we are approved at the bank. Please see the attached documents for execution. To close, we will need:

- **PDFs of these signed documents (please don't date the documents and please note to add City seals where the Clerk signs)**
- **PDF of the final invoice for both the F550 and Irrigation Equipment**
- **For the F550, a PDF of the vehicle's MSO from the dealer**
- **For the F550, a PDF of the vehicle's MV-1 Title Application showing GMA as lienholder (attaching a blank form with GMA's lienholder info already populated). The dealer usually prepares this but please ask them to note GMA as lienholder on the form.**

We can close whenever the first purchase is made and then put the remaining funds into a Project Account to be ready for the second purchase. Per IRS statute, we do need to close within 60 days of the first purchase to get the lower tax exempt interest rate, so we are not advantaged in waiting for both purchases to occur.

Thanks again for all your help, Philip

**From:** Deborah Manning-Gilbert <dgilbert@cityofgriffin.com>
**Sent:** Friday, October 16, 2026 2:36 PM

**To:** Philip Potter <ppotter@gacities.com>
**Cc:** Amanda Carmichael <ACarmichael@cityofgriffin.com>
**Subject:** RE: [External] City of Griffin Lease Supplement - Golf Course Equipment

Hi Phillip,

Yes, that works for us.

Thanks,

**Deborah Manning-Gilbert | Director**
Finance
(770) 229-6401
dgilbert@cityofgriffin.com

**From:** Philip Potter <ppotter@gacities.com>
**Sent:** Friday, October 16, 2026 2:28 PM
**To:** Deborah Manning-Gilbert <dgilbert@cityofgriffin.com>
**Cc:** Amanda Carmichael <ACarmichael@cityofgriffin.com>
**Subject:** RE: City of Griffin Lease Supplement - Golf Course Equipment

Thanks, Deborah.

The easiest path forward would be to just add this to the other request for a new transaction total of $337,464.47. Our bank tiers its rates based on transaction size, the 5-year rate would drop to 4.70% with a new monthly payment total of $6,332.09. I can provide separate amortization schedules for each piece if that helps with the accounting, and we can have staggered deliveries for each.

Would this work for your side? Thanks again, Philip

**From:** Deborah Manning-Gilbert <dgilbert@cityofgriffin.com>
**Sent:** Friday, October 16, 2026 1:54 PM
**To:** Philip Potter <ppotter@gacities.com>
**Cc:** Amanda Carmichael <ACarmichael@cityofgriffin.com>
**Subject:** [External] City of Griffin Lease Supplement - Golf Course Equipment

Hello Phillip,

I'd like to start the process for another lease supplement and get interest rates and terms for the Golf Course to purchase equipment totaling $150,818.02.

Thanks,

**Deborah Manning-Gilbert | Director**
Finance
(770) 229-6401
dgilbert@cityofgriffin.com

Philip Potter
Financial Services Manager
Office: 678-686-6274
www.gacities.com

READER ADVISORY NOTICE: This information is intended only for the individual named above. If you received this in error, please call 404-688-0472 to notify the sender, and then delete the email without printing, copying or retransmitting it. In addition, be advised that Georgia has a very broad open records law and that your email communications with GMA may be subject to public disclosure.

---

Philip Potter
Financial Services Manager
Office: 678-686-6274
www.gacities.com




READER ADVISORY NOTICE: This information is intended only for the individual named above. If you received this in error, please call 404-688-0472 to notify the sender, and then delete the email without printing, copying or retransmitting it. In addition, be advised that Georgia has a very broad open records law and that your email communications with GMA may be subject to public disclosure.

Abell Turf & Tractor

Baroness Equipment

LM551B fairway unit

This is a company we do not want to do with. If we were to go with their fairway units we would only be able to buy parts through Baroness so we would not be able to use any other vender for aftermarket parts, bed knives, or reels. The walk behind aerifier that they just started selling came from the designs of a Toro 648 aerifer. The Patent for the designs of the Toro Procore 648 has lapsed and now venders are working on making their own aerifiers from the Toro design. The fertilizer spreader is the same Lely L1250 that we will be ordering from Toro.

ABELL Turf & Tractor

Mail To:

# Invoice

Abell Turf & Tractor, Inc.

101 P. Rickman Ind Dr
Canton, GA 30115

| Date | Invoice # |
|---|---|
| 7/15/2026 | ATT11629 |

| Bill To | Ship To |
|---|---|
| Griffin Golf Course<br>625 Camp Northern Road<br>Griffin, GA 30224 | Griffin Golf Course<br>625 Camp Northern Road<br>Griffin, GA 30224 |

| | |
|---|---|
| PO # | |
| S.O. # | |
| Technician | |

| Terms | FOB |
|---|---|
| | |

| Qty | Item | Description | Serial # | Hrs | Price Each | Amount |
|---|---|---|---|---|---|---|
| 1 | Baroness ... | New Baroness LM551B<br>LM551B531Q830 -- LM551B LH62 (9), 5.0mm Bedknife, LED Light, Rops, Roof, Ball protective net, CR brush type-B / CE, US | 32136 | n/a | 89,908.00 | 89,908.00T |
| 1 | Parts NI | New Cool Top Canopy<br>Out-of-state sale | n/a | n/a | 1,450.00<br>0.00% | 1,450.00T<br>0.00 |

| | |
|---|---|
| **Total** | $91,358.00 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $91,358.00 |

| Phone # | Fax # | E-mail | Web Site |
|---|---|---|---|
| 678-296-0822 | 770-874-5838 | fabell@abellturf.com | www.AbellTurf.com |

Abell Turf & Tractor, Inc.

101 P. Rickman Ind Dr
Canton, GA 30115

# Estimate

| Date | Estimate # |
|---|---|
| 8/18/2026 | CH101776 |

| Name / Address |
|---|
| Griffin Golf Course<br>625 Camp Northern Road<br>Griffin, GA 30224 |

| Project |
|---|
| |

| Description | Qty | Cost | Total |
|---|---|---|---|
| New - Lely 1250 Spreader<br>19.4 cu. ft. (930 lbs.*) capacity, 3-point, PTO unit. Manual control feedring, removable hopper, and side spreading adjustment. | 1 | 6,800.00 | 6,800.00T |
| New - FLA 1220 Aerator (648 copy)<br>Out-of-state sale | 1 | 44,000.00<br>0.00% | 44,000.00T<br>0.00 |

**Total** $50,800.00

Customer Signature _____

Tri-State Pump & Control Inc

LF570 fairway unit, Redexim Vert-Drain 1513 aerifier, Wessex FSR 800 Fertilizer Spreader

The Jacobsen equipment we have purchased in the past have had many problems from computer, wire, and hydraulic issues. We are phasing out the last of our Jacobsen equipment which is a Jacobsen 322 greens mower which we can not get some parts for anymore. We are trying to keep different parts to a minimal to where we keep up with only John deere and Toro parts. The Wessex fertilizer spreader can not convert to a Mass feed ring to a sand spreader if needed for fairways and tees like the Lely L1250 can.

# QUOTE

| QUOTE # | AAAQ5561 |
|---|---|
| DATE | Mar 11, 2026 |

## Tri-State Pump & Control, Inc.

*1162 Chastain Road, Liberty, SC 29657*

**To** Bayne Mallary
Griffin Golf Course
625 Camp Northern Rd.
Griffin, GA 30224

| Salesperson | P.O. Number | Payment Terms | Vallid Until |
|---|---|---|---|
| Josh Wright | | | Apr 10, 2026 |

| QTY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| 1 | Jacobsen LF570 with 9 Blade Reels and CoolTop. | $93,374.60 | $93,374.60 |
| | LF570, 2WD, Stg V (Kubota 44.9 HP) | | |
| | (5) Reel - 17.8 cm (7") Dia, 9 Blade, FlashAttach | | |
| | (5) 22" Grooved Steel Front Roller (3" Diameter) | | |
| | Front Roller Scraper for 3" Grooved Steel Front Roller | | |
| | Black Cool Top Canopy & Fan 2x3 | | |
| | Shipping and Handling | | |

| | |
|---|---|
| SUBTOTAL | $93,374.60 |
| SALES TAX | $0.00 |
| TOTAL | **$93,374.60** |

**Notes**

Above pricing is based on Jacobsen's OMNIA Contract # 20470.

Please contact me if I can be of further assistance.

To accept this quotation, sign here and return: _____

**Thank You For Your Business!**

*Created on 03/13/26 14:50:45 by Josh Wright*

# QUOTE

| QUOTE # | AAAQ5725 |
|---|---|
| DATE | Aug 6, 2026 |

## Tri-State Pump & Control, Inc.

*1162 Chastain Road, Liberty, SC 29657*

**To** Bayne Mallary
Griffin Golf Course
625 Camp Northern Rd.
Griffin, GA 30224

| Salesperson | P.O. Number | Payment Terms | Vallid Until |
|---|---|---|---|
| Josh Wright | | | Aug 31, 2026 |

| QTY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| | Pricing Before August 31st | | |
| 1 | NEW Redexim Vert-Drain with Carrier | $53,591.31 | $53,591.31 |
| | Redexim Verti-Drain 1513 | | |
| | The Carrier | | |
| | Weight Kit for Carrier | | |
| | Turf Hold Down Kit | | |
| 1 | NEW Wessex FSR-800 PTO Spreader | $4,850.00 | $4,850.00 |
| | Pricing After August 31st (Estimated) | | |
| 1 | NEW Redexim Vert-Drain with Carrier | $59,550.82 | $59,550.82 |
| | Redexim Verti-Drain 1513 | | |
| | The Carrier | | |
| | Weight Kit for Carrier | | |
| | Turf Hold Down Kit | | |

*Created on 08/11/26 11:28:10 by Josh Wright*

| QTY | DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|
| | Shipping and Handling | | |

| | |
|---|---|
| SUBTOTAL | $117,992.13 |
| SALES TAX | $0.00 |
| TOTAL | **$117,992.13** |

**Notes**

Please contact me if I can be of further assistance.

To accept this quotation, sign here and return: _____

**Thank You For Your Business!**

*Created on 08/11/26 11:28:10 by Josh Wright*

**AGENDA ITEM SUMMARY**

## ITEM SUMMARY:

Consider a contract with the Kiwanis Club of Griffin for the use of the Kiwanis Event Center and Fairgrounds for the City of Griffin Safety Expo, Thursday, April 15, 2027. *Risk Manager, Greg Poole, will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

While there is no charge for the use of the event center and fairgrounds, Kiwanis is requiring the City to purchase a short-term, three-day event insurance policy per the terms of its Event Center contract. The cost of the three-day event policy is approximately $261.00; the exact price will be determined closer to the event date.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

The cost of the three-day event policy is approximately $261.00; the exact price will be determined closer to the event date.

**Submitted By:**
Greg Poole

**Meeting Date:**
10/11/2026

ATTACHMENTS:
CoG Safety Expo Contract.pdf

130

# KIWANIS CLUB OF GRIFFIN EVENT CENTER

RENTAL DATE(S): Wednesday, April 14—Thursday, April 15, 2027
For Event Date: Thursday, April 15, 2027

## PRIVATE EVENT RENTAL CONTRACT

This contract is between the Renter and The Kiwanis Club of Griffin Event Center

Renter's Name(s): City of Griffin, Human Resources / Risk Management – Gregory S. Poole
Address: P.O. Bpx T, Griffin, GA 30224
Phone: 770-233-2932 Email: gpoole@cityofgriffin.com

**Reservations:** (***See Appendix A)*** – Confirmed reservations require a fully executed contract and a non-refundable payment of $ 0.00 deposit which will be applied to the rental fee to secure Renter's date. The remaining balance due (for event insurance) must be paid in full (30) days prior to the event date. Rental time begins at **8:00 am on the day of the event and ends at midnight on the day of the event and all parties must vacate the property by midnight.** – Setup ok to begin Wed. pm, 4-14-27. g'Dale

**A Kiwanis of Griffin Staff Member will be on site during your actual event. Staff Member may or may not be present during setup before or cleanup after the event date(s).**

**Cancellations**: Cancellations made 30 days or more from the scheduled event will result in a forfeit of 50% of the deposit. Cancellations made within 30 days of the scheduled event will result in forfeit of the full rental amount.

**Change of Event Date:** Should it become necessary to request a postponement of the event or change in date(s), The Kiwanis Club of Griffin Event Center will allow a one-time change, pending date availability, with all deposits and paid fees being applied to the new rental date(s).

**Volume Control:** Because The Kiwanis Club of Griffin Event Center is near a residential area; sound must be kept at an acceptable level for others and not in violation of City of Griffin. **City ordinance sections 42-101 and 42-102 places restrictions on sound traveling over 100 feet. Any fines generated as a violation of this ordinance shall be the responsibility of the Renter.**

**KEYS:** Keys will be provided prior to the event. **Keys may be dropped off in the office or in the black box located out front, bottom of stairs after cleanup at the end of your event.**

**Capacity:** The maximum number of guests is limited to 300; this number includes vendors (catering staff, band, bartenders, etc.). Renter shall have use of the following at the event:

- Banquet Hall - approximately 7500 square feet.
- 42 each — 60 inch round tables (brown & white)
- 21 each — rectangular tables (4 each — 6 ft and 17 each — 8 ft)
- Approximately 300 chairs
- Stage—20 feet by 30 feet (stage is permanent and cannot be moved)
- Catering Kitchen with Warming Cabinets, Large Refrigerator and Large capacity ice maker

**The mezzanine area is not included in the rental of the event center. No admittance to the mezzanine area is allowed.**

Renter has read and agreed to the terms of the Rental Agreement on page above Renters Initials:_____

**Security:** The Kiwanis Club of Griffin Event Center will determine if security officers are required at an event. The Kiwanis Club of Griffin Event Center will coordinate/obtain the security detail. The cost of the security is paid by the Renter (cost of security is subject to change without notice). The Renter will not prohibit any security/police officer access to the building or property.

**Alcohol:**

- Alcohol service and consumption must comply with all State of Georgia and Spalding County liquor laws.
- **Alcohol service must end at 11:30pm.**
- The bartending staff must be permitted by Spalding County and authorized to provide, deliver, control, and serve alcoholic beverages at the event.
- It is the Renter's responsibility to obtain all necessary license and permits, and presented to the Kiwanis Club of Kiwanis Club of Griffin Event Center a minimum of (7) days prior to the event.
- Per Georgia state liquor laws, no alcohol may be left onsite overnight.
- The Kiwanis Club of Griffin Event Center reserves the right to terminate alcohol service and/or the event at any time if it is determined that any of the rules pertaining to alcohol service have not been complied with or determines that violations have occurred in connection with the service of alcohol at the event. Renter's fee will NOT be subject to any refund in full or part.
- **The Kiwanis Club of Griffin Event Center requires the employment of two or more security officers at any event involving service of alcoholic beverages. The Kiwanis Club of Griffin Event Center will arrange for security officers to be present during the event.**
- **Cost of any security required by the Kiwanis Club of Griffin Event Center is paid by Renter.**
- **It is the responsibility of the Renter to control the serving of alcohol to ensure the safety and security of everyone at the event.**

**Smoking/Vaping:** Smoking/Vaping is permitted in designated smoking areas behind the Kiwanis Club of Griffin Event Center. The Kiwanis Club of Griffin Event Center will provide pots for which all cigarette, cigar, tobacco products must be placed. **No smoking or vaping is allowed inside the building or near the front entrance area of the building.**

**Use of Drugs:** There shall be no illegal drug use anywhere on Kiwanis Club of Griffin Center property. Violation of this policy will result in termination of the event, and the Renter and/or Renter's guest may be required to vacate the property, and no refund would be issued.

**Décor:**

- No staples, tape (except for specified wall-safe tape), nails, or any type of adhesive material are allowed on the walls, ceiling or floors. Decorations cannot be hung from the ceiling.
- Battery operated candles are allowed but open flame candles are prohibited.
- No fake flower petals, confetti, fireworks, streamers, glitter or similar items are allowed.
- Approval is required for all tents. The Renter must inform us of all arrangements for tent deliveries, set-ups and removal.
- Any décor that the Renter brings or has delivered are solely the Renter's responsibility. The Renter is responsible to coordinate delivery, set-up and removal of all rental items.
- If same day delivery and pick up is not possible, delivery and pick up time must be coordinated and approved by the Kiwanis Club of Griffin Event Center.

The Kiwanis Club of Griffin Event Center is not responsible for loss, theft or damage to any rental items or items left behind, before, during or after event including personal items of renter, guests or vendors.

Renter has read and agreed to the terms of the Rental Agreement on page above Renters Initials:_____

**General Conditions:** The Renter agrees to not deliberately or negligently destroy, deface, damage, or remove any part of the property. Renter is responsible for any damages done by themselves, their guests, and vehicles. A separate invoice may be issued to cover the cost of repairs to any damaged property.

**Vendors:** It is the responsibility of the Renter to ensure all vendors comply with terms of this contract.

**After Event Check List:** ***(See Appendix B)*** This checklist must be completed for consideration of cleaning fee refund. N/A - KJaW

**Termination:** The Kiwanis Club of Griffin Event Center reserves the right, at any time prior to or during the Renter's use of the facilities, to cancel Renter's reservation and terminate the Renter's agreement if the terms of this contract are breached. If an event is terminated due to a breach of this rental agreement, the renter, and guests of renter, may be required to vacate the property and no refund would be issued.

The Kiwanis Club of Griffin Event Center also reserves the right to cancel the renter's reservation and terminate Renter's agreement in the event of emergency, physical damage to the buildings, or other occurrence, which at the discretion of the Kiwanis Club of Griffin Event Center and/or City of Griffin if the building or property is found unsafe for use. In this event, the Kiwanis Club of Griffin Event Center would issue a refund or provide an alternative date at no additional cost. Such occurrences include, without limitation, any of the following:

- Fire, flood, tornado, weather damage, other casualty or act of God causing physical damage to the buildings or property.
- Improvements, alterations, or repairs required by law or otherwise necessary to put or maintain the building & facilities in a safe, fully functional condition, including unexpected delays in said repairs.
- Power failure, restrictive curfews, or other causes beyond the control of the Kiwanis Club of Griffin Event Center which render the facility unfit for intended use.

~~**Indemnification:** The Renter shall hold harmless, defend and indemnify The Kiwanis Club of Griffin Event Center, Kiwanis Club of Griffin and its owners, employees, agents and members from and against any and all claims, losses, causes of action, judgments, damages and expenses including but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this Contract by Renter, (b) Renter's use of The Kiwanis Club of Griffin Event Center premises, or (c) any act, error, or omission on the part of the Renter, or its agents, employees, guests, invitees or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful conduct of The Kiwanis Club of Griffin Event Center, its owners, affiliates, employees, members or agents.~~ Indemnification ¶ deleted (KoG).

[SIGNATURE ON FOLLOWING PAGE]

Renter has read and agreed to the terms of the Rental Agreement on page above Renters Initials:_____

| | |
|---|---|
| _____ | Teresa A. Watson |
| Renter's Name (Print) | Event Center Representative (Print) |
| _____ | Teresa A. Watson |
| Signature | Signature |
| Date: _____ | Date: August 24, 2026 |

Attest:

_____
Jennifer Freeman, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

Renter has read and agreed to the terms of the Rental Agreement on page above Renters Initials:_____

# APPENDIX B

## Kiwanis Club of Griffin Event Center

## *After Event Checklist*

**Failure to comply with this checklist will result in forfeiture of the $ 0.00 Cleaning Fee**

Renter's Name: City of Griffin -Human Resources/Risk Management Renter's Initals _____

☐ **All decorations must be set up and taken down within the allotted rental time**

☐ **Kiwanis Club of Griffin Event Center is not responsible for items left behind anywhere on premises**

☐ **No staples or tape (except for specified wall-safe tape) allowed on the walls, ceilings or floors**

☐ **Clean up trash from restrooms and flush all toilets**

☐ **Pick up trash/litter left outside of building on surrounding grounds and parking lot (litter is defined as, but not limited to paper, plastic waste, cigarette butts, gum, metal cans, plastic & glass bottles and general debris)**

☐ **Empty all trash cans and take trash to dumpster located outside of gate on National Guard Armory side of building**

☐ **Wipe all tables used**

☐ **Leave 11 wood top tables (with 6 chairs at each table) in the main room in the configuration specified; all extra tables and chairs must be moved back to storage room with special note that all chairs must be stacked no more than six (6) high only and in the appropriate space, per picture provided**

☐ **Please do not mop floors, but DO clean up any spilled liquids on floors**

☐ **Care must be taken to prevent damage to floors due to movement of tables, chairs, and equipment**

☐ **Clean kitchen, if used, including but not limited to, appliances, sinks, etc. Do not leave food in sinks**

☐ **Return all thermostats to original settings—72 degrees for cooling and/or 68 degrees for heating**

☐ **Inspect premises before leaving the building; turn off all lights, lock the doors and gate (if applicable)**

☐ **Keys must be left in black drop box located in front of building, bottom of stairs, at end of your event**

Renter has read and agreed to the terms of the Rental Agreement on page above Renters Initials:_____

# 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 city 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 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.

**Submitted By:**
Greg Poole

**Meeting Date:**
10/11/2026

**Reviewed By:**
Jessica O'Connor

ATTACHMENTS:
Property Damage Recovery_Griffin_30COT26.pdf

**Model PRS-Participant Agreement**

**AGREEMENT FOR PROPERTY DAMAGE (THIRD PARTY RESPONSIBLE) RECOVERY SERVICES [PRS Agreement Number 19-1024]**

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 conditions 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:

**City of Griffin**
**Attn: Risk Manager – HR Dept.**
**100 S. Hill Street, P.O. Box T**
**Griffin, GA 30223**
**gpoole@cityofgriffin.com**
**(770) 229-6407**

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.

| _____(CLIENT) | **Peachtree Recovery Services, Inc. (PRS)** |
|---|---|
| By:_____ | By:_____ |
| Name: Douglas S. Hollberg | Name: TODD RHOAD |
| Title: Mayor | Title: CFO |
| Date:_____ | Date: 10/30/2026 |

Attest: _____
Jennifer Freeman, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. 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 _____, 2026.

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 [enter departments, such as Safety and Legal Services]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 policiesto 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 PD3 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 City of Griffin, 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:

960585
Federal Work Authorization User Identification Number

04/15/2016
Date of Authorization

Service Provider:

**Peachtree Recovery Services, Inc.**

Project:

**Property Damage (Third Party Responsible) Recovery Services**

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 31, 2026, in Suwanee (city), Georgia (state).

BY: Service Provider Authorized Officer or Agent

10/31/2024
Date

TODD RHOAD CFO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
31st DAY OF October, 2026

JENETBEN S PATEL
NOTARY PUBLIC
Forsyth County
State of Georgia
My Comm. Expires March 15, 2029

Notary Public
My Commission Expires: 3-15-2029

**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 approving the standardized form for the Service Contract for the provision of utility service to customers of the City's combined utility system. *Assistant City Manager of Development Services, Kelsey Carden, will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

The Service Contract is used to establish utility service for customers of the City's combined utility system, with the exception of fiber and phone services. The Service Contract incorporates the City of Griffin Customer Service Policy and other applicable utility department policies and procedures, and it requires the Customer to initial terms and conditions prior to establishing service. The changes made to the service contract are in response to the organizational change that created the Customer Service Department and the changes to solid waste operations, as well as some housekeeping changes for purposes of improving clarity.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

N/A

**Submitted By:**
Kelsey Carden

**Meeting Date:**
10/11/2026

**Reviewed By:**
Jennifer Freeman

ATTACHMENTS:
RES - 11.10.26 Utility Service Contract.pdf

# A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS FOR THE CITY OF GRIFFIN, GEORGIA, APPROVING THE FORM OF THE SERVICE CONTRACT FOR UTILITY SERVICE AND AUTHORIZING THE CITY OF GRIFFIN CUSTOMER SERVICE DIVISION STAFF TO ACCEPT BINDING CONTRACTS TAKING THE FORM APPROVED FOR PURPOSES OF PROVIDING UTILITY SERVICES TO ITS CUSTOMERS, UNTIL SUCH TIME AS THIS RESOLUTION IS SUPERSEDED AND/OR UNTIL THE BOARD OF COMMISSIONERS APPROVES AN AMENDED FORM OF THE SERVICE CONTRACT; AND FOR OTHER PURPOSES.

**WHEREAS,** the City of Griffin requires customers to execute a Service Contract for purposes of establishing the terms of the City's provision of utility services to customers who execute said contract;

**WHEREAS**, the Board desires to approve forms of the Service Contract due to the importance of executing these contracts as efficiently as possible;

**WHEREAS**, the Board desires to authorize the execution of the Service Contractt taking the form approved by the Board of Commissioners, without the need for approval of each individual contract at a regularly scheduled meeting of this Commission, in order to create an efficient system for finalizing said contracts;

**NOW THEREFORE, BE IT RESOLVED AND IT IS ESTABLISHED THAT** the Board of Commissioners hereby approve the form of the Service Contract, attached hereto as Exhibit "A" for purposes of establishing the terms of the City's provision of utility services to customers who execute said contracts.

**BE IT FURTHER RESOLVED** that Customer Service is hereby authorized to accept Contracts taking the form approved herein for purposes of establishing a binding agreement for the provision of utility service, without the need to submit each idnvidiual contract to this commission for approval at a regularly scheduled meeting. Each contract must be signed by the Customer and accepted by Customer Service to be binding; provided, however, that no Contract taking this form shall bind the City to provide such utility service in violation of the terms of the Customer Service Policy and/or other City department policies, ordinances, or state/federal laws, and the City shall maintain the right to deny or discointinue service in accordance with said policies or laws.

**SO RESOLVED,** this 10th day of November, 2026.

_____
Douglas S. Hollberg, Mayor

ATTEST:

_____
Jennifer Freeman, Secretary

# SERVICE CONTRACT

***770-229-6403 Hours of Operation Monday - Friday 8:00 am - 5:00 pm***
***After Hours System Operations (After Business Hours) 770-229-6407***

**ACCOUNT:** _____ **Due Date:** _____

Name: _____ Name of Spouse: _____

Service Address: _____

Mailing Address: _____

Driver's License or ID #: _____ Social Security #: _____

Tax ID or EIN # (Business Customers Only): _____

Phone: ( ) _____ Work: ( ) _____ Cell: ( ) _____

Email Address: _____

Place of Employment & Address: _____

~ This contract is subject to the terms and conditions shown on PAGE 2.

I, the undersigned person, do hereby authorize the City to furnish the service as designated above to the person and at the address shown above subject to the terms and conditions endorsed hereon which are hereby made part of this contract.

I understand that it is my responsibility to check the plumbing system for potential problems (e.g., busted pipes, open spigots, valves, and faucets). The City of Griffin will not be responsible for any water damages inside the home due to water service activation that has been requested by the applicant. In the event that the water is left off due to a spin on the meter (e.g., busted pipes, open spigots, valves, and/or faucets) customer may request an additional trip to turn on the water at no charge. At that time, if the water meter continues to spin due to busted pipes, open spigots, valves, and/or faucets the meter will remain off. Any requests for additional trips will then be subject for an additional field trip fee (per each visit).

I understand that failure to notify the City to discontinue service when I vacate the property will result in continued utility service and bills.

I understand that I will be responsible for all charges until such time as the services are ordered off, and that the ***charges on my first bill that do not include usage are NON-REFUNDABLE.**

Signature: X _____ Date: X _____

**OFFICE USE ONLY**

**New Service:** ☐ **Transfer of Service:** ☐

**Final bill for** _____ **will be mailed to new location #** _____ .

**If not paid by due date, the balance will be transferred to new location.**

**Date To Be Worked:** _____ **CITY** ☐ **COUNTY** ☐

**Lease Verification Info:** **Date:** _____ **Initials:** _____

**Property Owner:** _____ **Phone:** ( ) _____

**TYPE OF SERVICE**

| | | | | | | |
|---|---|---|---|---|---|---|
| **ELECTRIC:** | ☐ | Residential | ☐ | Commercial | ☐ | |
| **SECURITY LIGHT** | ☐ | | | | | |
| **WATER** | ☐ | **SEWAGE:** | ☐ | | | |
| **SOLID WASTE** | ☐ | Residential | ☐ | APT ☐ | Commercial ☐ | ***(Usage form must be completed)*** |
| **STORMWATER** | ☐ | RES 1 | ☐ | RES 2 ☐ | Commercial ☐ | |
| **CUSTOMER SERVICE FEE** | ☐ | | | | | |

**DEPOSIT CHARGES / INFO:**

Electric Deposit (Residential) _____
Electric Deposit (Commercial) _____
Water Deposit _____
Approval for Credit Report Req _____
Deposit Waived Per On Line _____
Deposit To Be Transferred From

**PAYMENT METHOD:**

Cash ☐
Check ☐ # _____
Money Order ☐ # _____
Credit Card ☐ Exp Date: _____

***CHARGES ON FIRST BILL PLUS USAGE**

Solid Waste Container Fees:
64-Gallon Container _____
96-Gallon Contrainer _____
Connection Fee _____
Reconnection Fee _____
Credit Report Fee _____

**FEE PAID IN ADDITION TO DEPOSIT:**
After- Hours Fee

**TERMS AND CONDITIONS REFERRED TO AND MADE PART OF THIS CONTRACT**

****** INITIAL BESIDE EACH NUMBER ******

_____ 1. The City of Griffin, Georgia ("City") agrees to deliver selected utility services (electricity, water, sewer, solid waste) as subscribed according to Page 1 of this Contract, hereinafter collectively referred to as "Service." For electricity or water, the City shall establish service at a point near the Customer's property. For sewer, the City shall establish service at a point selected by the City near the Customer's property. Service shall be provided subject to all applicable City of Griffin policies, procedures, ordinances, rules, and regulations, as amended from time to time.

_____ 2. The Customer will pay for the service at the regular rates now or hereafter established by the Board of Commissioners of the City of Griffin. In the case of meter service, when the meter fails to register properly the Customer agrees to pay for service based on the average of the preceding month's usage of service, or as otherwise described in the Customer Service Policy. Upon receipt, all bills will be paid by the Customer at the City offices. Payments mailed will be credited when received.

_____ 3. A. The City will use diligence in providing regular and uninterrupted service, but shall not be liable in the case of interrupted service, nor shall the City be liable for any loss, damage, interruption, delay, or failure of service resulting from acts of God, natural disasters, severe weather, or other natural event beyond the City's reasonable control.

B. Customer shall maintain all trees, shrubs, vines, and/or other vegetation on the Customer's property so that they do not obstruct, encroach upon, damage, or interfere with the City's infrastructure or utility service lines, whether underground or above ground. Tree shall not be planted beneath overhead power lines, on top of water or sewer service lines, or in a location where the tree will obstruct said infrastructure as it grows. If the City determines that vegetation interferes with, threatens, or restricts access to its infrastructure or service-line pathways, the City may, at its discretion, trim, remove, or otherwise manage such vegetation as reasonably necessary to protect public safety, maintain reliable service, and/or access its facilities; provided, however, the City's failure to exercise discretion to remove/manage the vegetation shall not negate the owner's responsibility for any damage, if any, which ultimately arises from the obstruction.

C. This Contract shall exist until cancelled by the City or the Customer upon thirty (30) days notice to the other. The City shall have the right to discontinue the service **without notice** for any of the following purposes without causing termination of this Contract: (i) For repairs; (ii)For want of supply; (iii) For nonpayment of a service bill; (iv) On an account of or to prevent fraud; (v) For the violation by the Customer of any provision of this Contract; (vi) For dangerous and/or hazardous conditions; or (vii) For any other reason set forth within the City of Griffin Customer Service Policy or other applicable City policies and procedures, as amended from time to time.

_____ 4. The City will furnish the electric meter/water meter only, and the Customer shall be responsible for furnishing, installing, maintaining, and replacing the electric meter base and wiring in accordance with applicable City requirements and code standards.

_____ 5. The City shall have the right of access to the Customer's premises at all times during this Contract and upon its termination for the purpose of reading meters, inspecting and repairing service apparatus, and removing its property for replacement or upon termination of the Contract. The City will not be required to examine any concealed wires, or pipes or appliances on the Customer's property, nor is the City liable for any defect or deterioration of any such wires or pipes or appliances.

_____ 6. The Customer understands that no person shall be permitted to interfere or tamper with meters or service connections. The Customer further understands and agrees that if the meters, service connections, or other City property located on the Customer's premises is damaged, Customer shall reimburse the City for all damage. No other person or property shall furnish service through the City meters installed pursuant to this Contract.

_____ 7. The City is a Combined Utility. The Customer will not have a selection of services. The services provided to each property will depend on its location. Customers inside the City limits will need to call the Solid Waste Department at (770) 229-6421 to have a trash receptacle provided. Failure to call the Solid Waste Department will not result in charges being removed from the Customer's bill.

_____ 8. The City of Griffin Customer Service Policy and all other applicable City policies and procedures are hereby incorporated by reference into this Contract, and services shall be provided in accordance with these terms and the Customer Service Policy. The Customer acknowledges that the policy can be reviewed at Customer Service or on the City of Griffin's website.

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider a resolution more specifically naming Elizabeth O'Neal and Brooke White, individually, as Municipal Court Solicitors appointed to fulfill the duties of the office of Municipal Court Solicitor at a rate of $400 per court session for nine sessions per month. *Assistant City Manager of Development Service, Kelsey Carden, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

On June 23, 2026, the Board of Commissioners removed Thomas J. Ison Jr. from the office of Municipal Court Solicitor due to his conflicting election to the office of Spalding County Solicitor General. Through the same resolution, the Board appointed the firm of Smith, Welch, Webb & White LLC and its attorneys, specifically naming Elizabeth O'Neal and Brooke White, to fulfill the duties of the office of Municipal Court Solicitor.

Due to staffing changes in the firm, Staff is proposing that the Board specifically name and appoint Elizabeth O'Neal and Brooke White as appointees fulfilling the duties of Municipal Court Solicitor rather than identifying a law firm generally. If adopted, Elizabeth O'Neal and Brooke White would be individually appointed to the office of Municipal Court Solicitor, to serve at the pleasure of the Board in accordance with the responsibilities imposed under the Charter of the City of Griffin, Georgia, Section 3.6.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

The compensation remains unchanged at $400 per court session, with nine sessions per month, paid in monthly installments.

**Submitted By:**
Kelsey Carden

**Meeting Date:**
10/11/2026

**Reviewed By:**
Kelsey Carden

ATTACHMENTS:
Res - Appointment of O'Neal and White to Solicitor Individually.pdf

**A RESOLUTION**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA APPOINTING ELIZABETH O'NEAL AND BROOKE WHITE AS MUNICIPAL COURT SOLICITORS FOR THE CITY OF GRIFFIN; ESTABLISHING THE DUTIES OF SAID OFFICE; PROVIDING THE COMPENSATION FOR SAID OFFICE; AND FOR OTHER PURPOSES.**

**WHEREAS,** on June 23, 2026, the Board of Commissioners named the law firm of Smith, Welch, Webb & White LLC and its attorneys, including Elizabeth O'Neal and Brooke White, as appointees fulfilling the duties of the office of Municipal Court Solicitor following Tommy J. Ison Jr.'s appointment as Spalding County Solicitor General;

**WHEREAS,** due to staffing changes at the firm, the Board desires to specifically name and appoint Elizabeth O'Neal and Brooke White as appointees fulfilling the duties of Municipal Court Solicitor rather than identifying a law firm generally;

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA,** that Elizabeth O'Neal and Brooke White are hereby appointed to fulfill the duties of the office of Municipal Court Solicitor, to serve at the pleasure of this Board in accordance with the responsibilities imposed under the Charter of the City of Griffin, Georgia, Section 3.6.

**BE IT FURTHER RESOLVED,** that the compensation for said position is hereby set at $400 per court session, nine sessions per month, payable in monthly installments.

**SO RESOLVED,** this 10th day of November, 2026.

_____
Douglas S. Hollberg, Mayor

ATTEST: (CITY SEAL)

_____
Jennifer Freeman, Secretary

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider a contract with Cellebrite to renew a subscription of Inseyets Pro to extract digital forensics from smartphones, with additional license for second PC in the amount of $46,522.00. *Senior Cybersecurity Administrator, Amanda Manning-Morris, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

Cellebrite enables police officers to rapidly extract and examine digital forensic data from smartphones. The purchase costs of the software include up to 100 "instant unlocks" of smartphones, allowing officers to gain immediate access to forensic data. The subscription includes licenses for two computers, as well as paid support of the product and free access to all updates for the subscription period.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

$46,522.00 in software costs will be paid from the Police Department's software maintenance budget.

**Submitted By:**
Amanda Morris

**Meeting Date:**
10/11/2026

**Reviewed By:**
Jennifer Freeman

ATTACHMENTS:
2026_Cellebrite_Renewal.pdf

**Cellebrite Inc.**
1861 International Drive, 3rd Floor
McLean VA 22102

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
www.cellebrite.com

# Proforma Invoice

**Proforma Invoice#:** Q-494765-4
**Date:** Jan 26, 2026

**Billing Information**
City of Griffin
C/O Information Technology
100 S Hill Street
Griffin, Georgia 30224
United States

**Contact:** Amanda Morris
**Phone:** 770-229-6401

**Delivery Information**
City of Griffin
100 South Hill Street
Griffin, GA 30223
United States

**Contact:** Gibb Cotton
**Phone:** +1 6786920386

**Wire To:**
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance:
Cellebrite Inc. , PO BOX 23551 New York, NY, 10087-3551

**End Customer:** Griffin Police Department

| Customer ID | Good Through | Payment Terms | Currency | Sales Rep |
|---|---|---|---|---|
| SF-00078379 | Oct 31, 2026 | Net 30 | USD | Cori Daido |

| # | Product Code | Product Name | Qty | Start Date | End Date | Net Price \Unit | Net Price |
|---|---|---|---|---|---|---|---|
| 1 | B-CNR-05-001 | Inseyets Online Pro | 1 | Oct 31, 2026 | Oct 30, 2027 | | |
| 2 | S-UFD-20-003 | Inseyets Pro UFED Subscription | 1 | Oct 31, 2026 | Oct 30, 2027 | 4,850.00 | 4,850.00 |
| 3 | S-UFD-20-006 | Inseyets Pro PA Subscription | 1 | Oct 31, 2026 | Oct 30, 2027 | 4,400.00 | 4,400.00 |
| 4 | S-AIS-20-001 | Inseyets Online Limited Unlocks subscription | 100 | Oct 31, 2026 | Oct 30, 2027 | 280.00 | 28,000.00 |
| 5 | B-CNR-05-001 | Inseyets Online Pro | 1 | Oct 31, 2026 | Oct 30, 2027 | | |
| 6 | S-UFD-20-003 | Inseyets Pro UFED Subscription | 1 | Oct 31, 2026 | Oct 30, 2027 | 4,850.00 | 4,850.00 |
| 7 | S-UFD-20-006 | Inseyets Pro PA Subscription | 1 | Oct 31, 2026 | Oct 30, 2027 | 4,400.00 | 4,400.00 |
| 8 | F-KAS-00-001 | UFED Dongle Kit | 1 | | | 22.00 | 22.00 |
| 9 | U-AIS-05-001 | 2 Promotional Unlocks for Inseyets | 1 | | | 0.00 | 0.00 |
| 10 | S-UFD-04-059 | Smart Translator (3 languages translation Promotion) | 1 | | | 0.00 | 0.00 |
| Number of Languages: 3 | | | | | | | |

| | |
|---|---|
| **SubTotal** | USD 46,522.00 |
| **Shipping & Handling** | USD 0.00 |
| **Sales Tax** | USD 0.00 |
| **Total** | USD 46,522.00 |

**Comments:**

Terms and Conditions:
- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this Quote/Proforma Invoice, or downloading and/or using the products identified in this Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other orderingdocument will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.
- Freight Terms: FCA (NJ)

**Quote and services provided subject to EULA and General Terms and Conditions (attached and incorporated herein) as amended and executed by Cellebrite and the City.**

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above, and I hereby approve that my signature is legally binding upon the customer identified above.

**Customer Name:** City of Griffin

Please sign and email to Cori Daido at cori.daido@cellebrite.com

Docusign Envelope ID: E932EE04-75F7-8CF4-81D2-8398A8979864



**IMPORTANT: PLEASE READ THIS END CUSTOMER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING, ACCESSING OR USING CELLEBRITE-SUPPLIED SOFTWARE (AS PART OF A PRODUCT OR STANDALONE) CONSTITUTES EXPRESS ACCEPTANCE OF THIS AGREEMENT.** CELLEBRITE IS WILLING TO LICENSE SOFTWARE TO Customer ONLY IF YOU AND Customer ACCEPT ALL OF THE TERMS SET OUT IN THE AGREEMENT (as defined below).

TO THE EXTENT OF ANY CONFLICT BETWEEN THIS END Customer LICENSE AGREEMENT, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BETWEEN Customer AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER, AND CELLEBRITE'S TERMS AND CONDITIONS, THE ORDER OF PRECEDENCE SHALL BE (A) THIS END CUSTOEMR LICENSE AGREEMENT; (B) AN AGREEMENT SIGNED BY Customer AND CELLEBRITE;; (C) CELLEBRITE'S QUOTE AND GENERAL TERMS AND CONDITIONS; (D) TERMS AND CONDITIONS SET OUT IN CELLEBRITE'S DOCUMENTATION, INCLUDING USER GUIDES, "CLICK TO ACCEPT" ADDENDA TERMS AND ANY POP UP TERMS AND INSTRUCTIONS WITHIN CELLEBRITE PRODUCTS; AND LAST (E) CUSTOMER'S PURCHASE ORDER. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, YOU INDIVIDUALLY AND ON BEHALF OF THE ORGANIZATION THAT YOU REPRESENT (THE "LICENSEE" OR "CUSTOMER") EXPRESSLY CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR ARE NOT AUTHORISED TO ACCEPT AND AGREE TO THE TERMS CONTAINED IN THE AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN CUSTOMER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. CUSTOMER'S RIGHT TO RETURN AND REFUND ONLY APPLIES IF Customer IS THE ORIGINAL PURCHASER AND LICENSEE OF SUCH SOFTWARE.

This EULA governs Customer's access to and use of any Software and/or any Product (as defined below) first placed in use by Customer on or after the release date of this EULA version (the "Release Date").

1. **DEFINITIONS –** In this Agreement, the following capitalized terms shall have the meaning set forth below:
   "Affiliate" of a party means such party's parent corporation, an entity under the control of such party's parent corporation at any tier or an entity controlled by such party at any tier. For these purposes, "control" shall mean the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of more than 50% of the outstanding voting interests in such entity or otherwise.

   "Agreement" means this EULA, combined with the Cellebrite General Terms and Conditions (the "GTC") which is incorporated by reference herein, and any additional agreement in writing signed by Customer and Cellebrite.

   "Authorization Product" means a product sold by Cellebrite, or an authorized reseller of Cellebrite, with embedded License Authorization Software, including but not limited to a USB dongle with embedded License Authorization Software.

   "Authorized Users" means the number of Users that Customer is licensed to have access to the applicable Software, which may include Concurrent Users and/or Named Users, all as set forth in the Agreement. If the number of Authorized Users is not otherwise set forth in the Agreement, the number of Authorized Users shall be deemed to be equal to the number of Products (other than Authorization Products) purchased by Customer.

Docusign Envelope ID: E932EE04-75F7-8CF4-81D2-8398A8979864



"Beta Software" means a pre-commercial, evaluation, pilot, "alpha", or "beta" version of the Software.

"Cellebrite" means Cellebrite DI Ltd. or its Affiliate that has an agreement with Customer and/or issues invoices to Customer with respect to any Software and/or Product, as applicable.

"Concurrent Users" means the number of Authorized Users (whether Named Users or not) of Customer concurrently and/or simultaneously accessing, using or otherwise enjoying the benefit (except reviewing results of analyses generated by Software) of Software, either directly or indirectly from a remote location. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.

"Documentation" means any documentation related to any Software provided by Cellebrite.

"Embedded Software" means a copy of Software delivered embedded in or loaded onto a Product when such Product is sold by Cellebrite or an authorized reseller of Cellebrite. Any Updates or Upgrades to Embedded Software are also deemed "Embedded Software", notwithstanding being separately delivered from the applicable Product.

"Law" shall mean any law, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction or requirement of or by any governmental authority, as may be amended, changed or updated from time to time.

"License Authorization Software" means Software that is provided together with hardware on which it is embedded that is used to validate the authorized use of standalone Software.

"License Term" means the term of a paid subscription to an instance of Software or a unit of Product.

"Named Users" means a User authorized by Customer to access or use the Software through the assignment of a single user ID, regardless of whether such User is using Software at any given time. A non-human device capable of accessing or access Software is counted as a Named User.

"Product" means a product manufactured by Cellebrite. The term "Product" includes without limitation Authorization Products.

"Remote Access Protocol" means any remote access application, including without limitation Remote Desktop Protocol (RDP) and Windows Remote Management (WinRM), used to connect a single remote computer (*e.g.*, a laptop) to a single host computer (*e.g.*, a desktop) with an Authorization Product directly connected to such host computer for each Authorization Product then licensed by Customer, as long as such Authorized User, single remote computer and single host computer with an Authorization Product are all located in the Territory.

"Software" means an instance of a program, module, feature, function, service, application, operation or capability of any Cellebrite-supplied software. The term "Software" includes without limitation any Embedded Software, Upgrade, Update, standalone software or any License Authorization Software.

"Territory" means the country (not including external territories) in which Product was purchased or Software was licensed from Cellebrite or an authorized reseller of Cellebrite.

"Third Party" means an individual or entity other than Customer, Cellebrite and Cellebrite's Affiliates.

"Third Party Software" means certain software provided by a Third Party embedded in any Product, either as a standalone feature or as part of any Software, and which may be subject to additional end user license restriction and agreements.

"Update" means an update to any Software that is provided by Cellebrite and that may incorporate (i) corrections of any substantial defects; (ii) fixes of any minor bugs; (iii) at the sole discretion of Cellebrite, allowing additional compatibility of the Software with mobile devices provided by Third Parties; and/or (iv) at the sole discretion of Cellebrite, minor enhancements to the Software; provided, however, that Updates shall not include Upgrades. Updates are generally identified by Cellebrite by a change to the version number to the right of the first decimal point (*e.g.*, version 4.1 to 4.2).

Cellebrite

"Upgrade" means a new release of any Software that incorporates substantial changes or additions that (i) provide additional value and utility; (ii) may be priced and offered separately as optional additions to any Software; and/or (iii) are not generally made available to Cellebrite's Customers without a separate charge. Upgrades are generally identified by Cellebrite by a change to the version number to the left of the first decimal point (*e.g.*, version 4.2 to 5.0).

"User" means any individual able to gain access to any Software functionality.

"You" means the individual executing this EULA on behalf of the Customer.

**2. LICENSE GRANT**

A. Software. Subject to the terms and conditions of this EULA, during the License Term, Cellebrite grants Customer, and Customer accepts, upon delivery of any Software, a non-exclusive, non-transferable, royalty free, and non-sublicensable license to the Software to (i) allow Authorized Users to use such Software, in executable form only, and any accompanying Documentation, strictly for Customer's internal use for the Authorized Purposes identified below, and not for any other purpose, strictly in the Territory, only as authorized in this Agreement and subject to the terms hereof; and (ii) (iii) where the Software in not provided as Embedded Software, keep one (1) copy of Software strictly for backup, archival or disaster recovery purposes.

For purposes of this EULA, "Authorized Purposes" means strictly the following purposes:

- An internal investigation conducted by the Customer within the Customer's own organization;
- An investigation of fraud, intrusion or assault incidents, including DFIR conducted by the Customer within the Customer's own organization;
- An eDiscovery process performed as part of legal proceedings where the Customer is a Party;
- Data backup performed as part of a legal hold proceeding involving the Customer's organization;
- Law enforcement activities, crime and/or terrorism prevention;
- Data recovery within the Customer's organization; and/or
- Customer organization's compliance evaluation purposes.

Notwithstanding the foregoing, the "Authorized Purposes" restriction above shall not apply to usage of Cellebrite's Endpoint Inspector product which may be used for any internal use.

i. Embedded Software Limitations. Customer may only use Embedded Software for execution on the unit of Product originally delivered to Customer with such Embedded Software installed or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such Embedded Software that Cellebrite has licensed to Customer may be loaded and executed only on the unit of Product on which any originally licensed Software is authorized to execute.

ii. License Exclusion. Notwithstanding anything to the contrary, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software on any Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.

iii. Single Product; Single Authorization Product. Customer's license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite's authorized reseller. Customer's license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite's authorized reseller.

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iv. Authorization Products. Without limiting Section 2.D, Customer shall not, and shall not permit any User to, use any Authorization Product on a computer other than the computer to which such Authorization Product is directly connected (*i.e.* not through a network), except that an Authorized User may use Remote Access Protocol with Cellebrite's UFED Physical Analyzer. Customer shall ensure that multiple users cannot use Remote Access Protocol to access UFED Physical Analyzer simultaneously. For the avoidance of doubt, subject to the terms and conditions of this EULA, sharing a USB dongle among Concurrent Users is permitted.

v. Remote Access Protocol. Customer expressly acknowledges, agrees and warrants that except as required for use by Concurrent Users as allowed by the Agreement and as provided herein each computer running an Authorization Product will be configured or at least limited to serve only one remote connection at a time. In other words, only one Authorized User can use a Remote Access Protocol at the same time. For example, if a host computer is installed with multiple instances of Cellebrite's UFED Physical Analyzer, Customer will ensure that it is not possible for multiple remote users to connect to the host computer and/or ensure that the foregoing does not occur. Regarding any other Cellebrite products or software other than Cellebrite's UFED Physical Analyzer, Customer may not use a Remote Access Protocol unless expressly agreed to in writing by Cellebrite. Regarding Endpoint Inspector and/or Endpoint Mobile, it is hereby clarified and agreed that: (i) Customer may use Remote Access Protocol and allow Authorized and Concurrent Users to use outside of Territory, as detailed in the Agreement; and (ii) Cellebrite may, at its sole discretion, inform any Endpoint Inspector and/or Endpoint Mobile's custodian about the nature of the use of the Endpoint Inspector and/or Endpoint Mobile application that will be installed and/or operated on or in relation to the custodian's device.

vi. Named Users. If the Agreement specifies that any Software may be used by Named Users, Customer shall (i) assign a unique login credential for access and use of the Software to each Named User, (ii) ensure that the Software is used only by the applicable Named Users, (iii) ensure that Users do not share login credentials, and (iv) maintain the security and confidentiality of its Named User login credentials.

vii. Concurrent Users. If the Agreement specifies that any Software may be used by Concurrent Users, Customer may install one instance of such Software on one (1) designated host server for concurrent and simultaneous use and/or access by the applicable number of Concurrent Users. The number of Concurrent Users accessing such Software at any time may not exceed the number of Concurrent Users specified in the Agreement. Customer must keep a record of all Authorized Users who are Concurrent Users.

viii. Former BlackBag Software Users. Each copy of the Inspector, Digital Collector, Mobilyze, or SoftBlock Software may only be used, executed, or displayed by one (1) Authorized User and on one Licensed System at any given instance. The term "**Licensed System**" means a computer to which an activation key provided by BlackBag has been connected or accessed, as authorized by BlackBag in the applicable License Confirmation.

ix. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra and Mobile Elite Services ("Services") Access and Use. Subject to Customer's compliance with the terms and conditions contained in this Agreement and/or in any applicable quote issued to Customer by Cellebrite in connection with each of the Services listed above, Cellebrite further grants to Customer, during the relevant Subscription Term , a limited, non-exclusive, non-transferable (a) right to access and use the Service in accordance with any relevant printed, paper, electronic or online user instructions and help files made available by Cellebrite for use with the Service, as may be updated from time to time by Cellebrite, and (b) license to download any relevant Software where Software components are offered by Cellebrite for the purpose of using the Service, in each case strictly under the tems of License set out in this Section 2, solely for the Authorized Purposes and strictly for the benefit of Customer. By accessing and/or using the Service, Customer expressly acknowledges and agrees

that operational and usage information shall be shared with Cellebrite for the purpose of providing the Service. Such information may include, but is not limited to the number of unlocking actions purchased by the Customer and/or left for use, types of Software downloaded by Customer for the purpose of using the Service, etc. The Service may be affected by factors beyond Cellebrite's control and may not be continuous and uninterrupted. Customer acknowledges that the Service may be subject to limitations and/or delays inherent in the use of the internet and electronic communications, and Cellebrite is not responsible or liable for any delays, delivery failures or other damage resulting from those technical difficulties beyond its control.

x. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra and Mobile Elite Services ("Services") Placement and Use. Customer shall use the all Services and place all related Software and hardware components provided with the Services, inside a secured room, lab, or office, where the security measures used to secure the Services and respective components are consistent with security measures undertaken by the Customer to protect its most sensitive activities.

B. Software Provisions.

i. Any use or operation of the Product, including the Software, with any product and/or mobile device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.

ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO CUSTOMER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE SOFTWARE IN CONNECTION WITH ANY PRODUCT AND/OR MOBILE DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.

iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Customer.

iv. Trial and Beta Software Licenses. Subject to the terms and conditions of this Agreement, Cellebrite may grant Customer with, and Customer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of Software or a Beta Version of the Software, in executable form only, and any accompanying Documentation, only for Customer's internal use to test, trial or evaluate such Software and/or provide feedback to Cellebrite with respect thereto, in the Territory, and not for any business or productive purposes, for a period as specified by Cellebrite at its sole discretion, and subject to the restrictions in Section 2.

Customer assumes all risks and all costs associated with its use of the Trial and/or Beta Software, any obligations on behalf of Cellebrite to indemnify, defend, or hold harmless under this Agreement are not applicable to Customer's use of any Trial and/or Beta Software. Customer's sole and exclusive remedy with respect to such Trial and/or Beta Software is termination of the license thereto. There is no guarantee that features or functions of the Trial and/or Beta Software will be available, or if available will be the same, as in the general release version of the Software. Cellebrite will be under no obligation to provide Customer any maintenance or support services with respect to the Trial and/or Beta Software.

IT IS CLARIFIED THAT THE LICENSE UNDER THIS SUB-SECTION IV IS PROVIDED "AS IS", WITHOUT ANY WARRANTY WHATSOEVER. CELLEBRITE DISCLAIMS ALL

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IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY OR NON-INFRINGEMENT. IN NO EVENT WILL CELLEBRITE BE LIABLE TO Customer OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING LOSS OF TIME, MONEY OR GOODWILL, OR FOR DAMAGES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE.

v. Customer represents, warrants and covenants to Cellebrite that (a) only Users of Customer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Products and/or Software; (b) Users of Customer shall only use any of the Products and/or Software in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Customer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.

C. License Prohibitions. Notwithstanding anything to the contrary, Customer shall not, and shall not permit, authorize or engage any Third Party to:

i. modify, reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software, or create derivative works thereof;

ii. assign, pledge, rent, lease, sublicense, share, distribute, sell or otherwise transfer the Software, any copy thereof, or any rights granted hereunder, to any third party, including without limitation selling any Product in a secondhand market;;

iii. use any Software to provide service to any Third Party including by use on a time sharing, service bureau, application service provider (ASP), software as a service (SAAS), cloud services, rental or other similar basis;

iv. make copies of or reproduce of any Software and/or Documentation, except as provided for in the license grant above;

v. remove, alter, deface, cover, obfuscate or destroy any proprietary markings, copyrights notices, proprietary legends, labels or marks placed upon or contained within any Products and/or Software (including, without limitation, any copyright or other attribution statements such as for open source software);

vi. use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite;

vii. disclose any results of testing or benchmarking of any Software to any Third Party;

viii. use any Update or Upgrade beyond those to which Customer is entitled or with any Software to which Customer does not have a valid, current license;

ix. deactivate, modify or impair the functioning of any disabling code in any Software;

x. circumvent or disable Cellebrite's copyright protection mechanisms or license management mechanisms;

xi. use the Product, any Software or any Third Party Software, alone or in combination with other activities, products or services, in any activity or manner that violates or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be in violation of:

(1) any order, regulation or Law (including but not limited to any Law with respect to human rights or the rights of individuals) or to support any illegal activity;

(2) any human rights standards of any person, group, or community, and best practice including internationally recognized human rights instruments, such as the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the

International Labor Organization Declaration on Fundamental Principles and Rights at Work;

(3) any rights of any Third Party.

xii. use any Product for any training purposes, other than for training Customer's employees, where Customer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing;

xiii. combine or operate any Products or Software with other products or software, without prior written authorization of Cellebrite or its Affiliates, including without limitation any installation of any software on any Product; or,

xiv. attempt any of the foregoing.

The licenses set out hereunder are at all times subject to these prohibitions and any contravention thereof shall constitute a material breach of this Agreement. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

For the purpose of this Section, it is hereby clarified that "Third Party" shall include: Customer's affiliates, employees, contractors, licensors, suppliers or Customers. If the event that the Customer is a governmental body the followings shall also be included: any federal, state, local, judicial or other governing body having jurisdiction over any of the foregoing.

D. Legal Exception. Customer agrees that, to the extent that any applicable Law (including without limitation national laws implementing 2009/24/EC on the Legal Protection of Computer Programs) grants Customer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before Customer exercises any such rights, Customer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Customer; or (b) permit Customer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Customer's request, shall Customer exercise its statutory rights.

E. Network Usage. Customer understands and agrees that Cellebrite may use Customer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Customer's computer and the Cellebrite license server.

F. Third Party Software. Customer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. In addition to the Agreement, Customer shall comply with the terms and conditions applicable to any such Third Party Software, including without limitation the following terms and conditions:

i. Bing Maps - https://www.microsoft.com/en-us/maps/product/terms-april-2011; http://aka.ms/BingMapsMicrosoftPrivacy

ii. OpenStreetMap – http://www.openstreetmap.org/copyright

iii. Chainalysis Inc. - https://legal.cellebrite.com/intl/ChainalysisEULA.htm

Additional Third Party Licenses can be found here: https://www.cellebrite.com/en/blackbag-agreements/#third_party

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G. No Implied Licenses. Except for the express licenses set forth herein, Cellebrite does not grant any license to Customer, whether by implication or otherwise.

H. Open Source Software.

i. Software may use and/or be provided with third party open source software, libraries or other components ("Open Source Component"), including those detailed in the open source notices files separately conveyed to Customer. To the extent so stipulated by the license that governs each Open Source Component ("Open Source License"), each such Open Source Component is licensed directly to Customer from its respective licensors and not sublicensed to Customer by Cellebrite, and such Open Source Component is subject to its respective Open Source License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.

ii. If Customer or another party on its behalf, modifies, replaces or substitutes any Open Source Component used in or provided with this Software, Customer hereby fully, forever, irrevocably and unconditionally releases and discharges Cellebrite, its Affiliates and its and their employees, officers, directors, resellers, distributors and representatives (collectively, "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, covenants, liabilities, warranties, performance and maintenance and support obligations (collectively, "Released Claims"), of every kind and nature, with respect to such Software, including without limitation any such Released Claims that arise as a matter of applicable Law.

iii. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Customer, and such source code was not delivered to Customer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Customer shall contact Cellebrite at support@cellebrite.com.

I. Personal Data. The parties acknowledge and agree that: (a) Within the scope of this Agreement, the Product is an on-premise solution used and operated solely by Customer without the involvement of Cellebrite; (b) Cellebrite is not engaged in any processing of 'personal data' (as this term is used in Laws governing data privacy and data protection) that flows through the Product; and therefore (c) with respect to Cellebrite activities in the scope of this Agreement, Cellebrite is neither a 'data controller' nor 'data processor' (as these terms are used in Laws governing data privacy and data protection).

J Aggregated Statistics and Usage Data. Customer hereby agrees and consents that Cellebrite may monitor Customer's use of the Software, Products and Services and use Customer usage data or other information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Software, products and Services ("**Aggregated Statistics**"). As between Cellebrite and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, shall belong to and are retained solely by Cellebrite. Customer acknowledges and agrees that Cellebrite will be compiling Aggregated Statistics including information and inputs Customer and by other Customers and Customer agrees that Cellebrite may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner permitted by applicable law or regulation and for any purpose of data gathering, analysis, service and product enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

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3. **OWNERSHIP**

A. Title to Software. Notwithstanding anything to the contrary, Software furnished hereunder is provided to Licensee subject to and in accordance with the terms and conditions of the EULA. All title and interest of the Software, Services and and/or any related Documentation and any derivative works thereof shall remain solely and exclusively with Cellebrite or its licensors, as applicable. Nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title or interest in any Software Service and/or Documentation or any derivative works thereof. Any reference to a sale of Products shall be understood as a license to Software or Services under the terms and conditions of this Agreement.

B. Intellectual Property. All intellectual property rights relating to the Software and/or the Products, including without limitation, all patents, trademarks, algorithms, binary codes, business methods, computer programs, copyrights, databases, know-how, logos, concepts, techniques, processes, methods, models, commercial secrets and any other intellectual property rights, including any new developments or derivative works of such intellectual property, whether registered or not, are and shall remain the sole and exclusive property of Cellebrite or its licensors, as applicable. All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other software or other works of authorship or other forms of intellectual property which are made, created, developed, written, conceived of or first reduced to practice solely, jointly with Licensee or on behalf of Licensee shall be and remain with Cellebrite or its licensors, as applicable. Any suggestions, improvements or other feedback provided by Licensee to Cellebrite regarding any Products, Software or services shall be the exclusive property of Cellebrite. Licensee hereby freely assigns any intellectual property rights to Cellebrite in accordance with this Section, including any moral rights, and appoints Cellebrite as its attorney-in-fact to pursue any such intellectual property rights worldwide.

4. **CONFIDENTIALITY –** The parties may each disclose to the other proprietary information related to the subject of the Agreement ("Confidential Information"). Software and Trade Secrets are Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked "confidential" or "proprietary" to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

Pursuant to 18 U.S.C. §1833(b) , Customer shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Cellebrite's Trade Secrets (as defined below) only if such disclosure is made: (i) in confidence to a Federal, State, or local government official, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In court proceedings claiming retaliation by Cellebrite for Customer's reporting a suspected violation of law, Customer may only disclose Cellebrite Trade Secrets to Customer's legal counsel and may only use the Trade Secret information, if Customer (i) files documents containing Trade Secrets under seal; and (ii) Customer does not otherwise disclose Cellebrite Trade Secrets, except pursuant to a court order.

The term "Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (a) Cellebrite has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

The receiving party shall: (a) hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information but at least reasonable care, (b) restrict disclosure and use of Confidential Information to only employees (including any agents, contractors or

consultants) with a need to know who are advised of their obligations with respect to Confidential Information, (c) not copy, duplicate, reverse engineer or decompile Confidential Information, (d) use Confidential Information only in furtherance of performance under the Agreement, and (e) upon expiration or termination of the Agreement, at the disclosing party's option, destroy or return all Confidential Information to the disclosing party.

The receiving party shall have no obligation regarding Confidential Information that: (a) was previously known to it free of any confidentiality obligation, (b) was independently developed by it, (c) is or becomes publicly available other than by unauthorized disclosure, (d) is disclosed to third parties by the disclosing party without restriction, or (e) is received from a third party without violation of any confidentiality obligation.

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement at the disclosing party's expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure, access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

**5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.**

A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents, representatives, shareholders, subcontractors and suppliers; and "damages" shall be deemed to refer collectively to all injury, damage, loss or expense incurred.

B. Exclusive Remedies. To the extent permitted by law, Cellebrite's entire liability and Customer's exclusive remedies against Cellebrite for any damages caused by any Product or Software defect or failure, or arising from the performance or non-performance of any obligation under the Agreement, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:

i. For bodily injury or death to any person proximately caused by Cellebrite, Customer's direct damages; and
ii. For all other claims, Cellebrite's liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Customer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.

C. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.

D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT BY LAW, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN Customer.

E. Third Party Software Liability. Notwithstanding anything to the contrary, Cellebrite shall not be liable to Customer or any User for any damages due to use of any Third Party Software. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Customer and the applicable provider of such Third Party Software) shall govern and apply with respect to the use of each such Third Party Software.

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Additionally, Cellebrite does not provide any warranty with respect to any Third Party Software. The warranty provided by the terms and conditions applicable to any Third Party Software (which are applicable to the arrangement between Customer and the applicable provider of such Third Party Software) shall apply to Third Party Software.

6. **CELLEBRITE INDEMNITY –** Cellebrite will, at its expense: (i) indemnify, defend and hold Customer and its Affiliates and its and their officers and directors harmless from any Third Party claim to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Customer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Customer and attributable to such claim.

In connection with satisfying its obligations hereunder, Cellebrite may, at its option and expense: (a) procure for Customer and/or its Customers the right to continue using such Software or any Product on which such Software is embedded; (b) replace or modify any such Software or any Product on which such Software is embedded, to be free of such infringement; or (c) require return of such Software or any Product on which such Software is embedded, and refund the purchase price or license price depreciated on a straight-line basis over a three (3) year period from the delivery date.

Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item. To the maximum extent permitted by applicable law, the maximum liability of Cellebrite in relation to any claims under this Section 7 shall not exceed the amounts paid by Customer to license the infringing Software or purchase Products including the infringing Software in the twelve (12) months immediately preceding the claim. If there are any other indemnification obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

Cellebrite's obligations under this Section 7 are conditioned upon: (1) Customer giving Cellebrite prompt written notice (within no more than thirty (30) days) after any such claim, unless Cellebrite would not be materially prejudiced thereby; (2) Cellebrite having complete control of the defense and settlement of such claim; (3) Customer cooperating fully with Cellebrite to facilitate the defense or settlement of such claim; and (4) Customer's substantial compliance with the Agreement.

The sale of any Product by Cellebrite shall not in any way confer upon Customer, or upon anyone claiming under Customer, any license (expressly, by implication, by estoppel or otherwise) under any patent claim of Cellebrite or others covering or relating to any combination, machine or process in which such Product is or might be used, or to any process or method of making such Product.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY AND OBLIGATION OF THE PARTIES HERETO FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

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## 8. DISABLING CODE

A. Disabling Code. Software may be provided to Customer with code that allows Cellebrite to disable such Software. Except as provided in Section 8.B, Cellebrite will not invoke such disabling code without Customer's prior consent.

B. Invocation of Disabling Code. Notwithstanding anything to the contrary, Cellebrite may invoke the disabling code without Customer's consent if (i) Cellebrite reasonably believes that such Software has been, is being, or will be used in violation of Laws; (ii) Cellebrite is required to do so because of a court or regulatory order; (iii) Customer has not paid an outstanding invoice more than sixty (60) days after such invoice is due, or; (iv) Customer has used the Software other than as authorized by Customer's license. Cellebrite shall have no liability to Customer for any good faith invocation of any such disabling code.

## 9. TERM AND TERMINATION

A. Term. The term of this EULA is while any Software is under Customer's control or possession. The License Term shall be determined in a separate agreement between Cellebrite and the Customer.

B. Termination. Cellebrite may terminate this EULA and revoke the license granted hereunder (i) upon thirty (30) days' prior written notice to Customer if Customer has not cured any material breach of this EULA by the end of such thirty (30) day notice period, or (ii) if Customer has not paid any invoice sixty (60) days after such invoice is due, or (iii) by providing a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind . Upon termination or expiration of this EULA, (a) Customer shall be responsible for payment for all purchase orders delivered to Customer by Cellebrite before the effective date of termination and (b) Customer shall destroy all copies of any Software under Customer's control or possession.

C. Survival. The provisions of Sections 1-5, 6, 9, and 10-15 of this EULA shall survive any termination or expiration of this EULA.

## 10. CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE

A. Choice of Law; Jurisdiction.

i. The Parties agree to meet and discuss any dispute or claim relating to the Agreement prior to seeking any judicial resolution, for a period of at least thirty (30) days, during which either party may request confidential mediation. If either party requests confidential mediation, the Parties shall conduct a minimum of one (1) day of confidential mediation with a neutral mediator mutually agreed upon by the Parties in Atlanta, Georgia.

ii. This Agreement and any disputes or claims arising hereunder are governed by the Laws of, and subject to the exclusive jurisdiction of, the United States of America or the State of Georgia (Fulton County, Georgia) as applicable. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State of Georgia and subject to the exclusive jurisdiction of the federal or state courts in Georgia, without giving effect to any conflict of Law rules or principles.

The United Nations Convention on Contracts for the International Sale of Goods (except that sales or licenses in the United States of America shall not exclude the application of General Obligations Law 5-1401), and the Uniform Computer Information Transactions Act do not apply to this Agreement. Cellebrite may, at its sole discretion, initiate any dispute or claim against Customer, including for injunctive relief, in any jurisdiction permitted by applicable Law.

B. Litigation Support. Cellebrite will only provide litigation support or testimony related to this Agreement if Cellebrite is compensated for its participation, including all travel expense, attorneys' fees, lost opportunity costs, and other applicable amounts. Purchaser will contact Cellebrite for a quote.

C. Governing Language. The parties hereto have required that this EULA be drawn in the English language, and that the English language version shall control over any translations thereof. If Customer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette EULA soient rediges en anglais.

**11. ASSIGNMENT –** Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided to Customer is sublicensable, transferable or assignable by Customer, including by operation of Law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Customer shall be null and void.

**12. NO-WAIVER –** No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

**13. ENTIRE AGREEMENT –** The terms and conditions contained in this EULA supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this EULA, except as provided for in the preamble to this EULA.

**14. CONSTRUCTION; SEVERABILITY –** The headings used in this EULA are for reference purposes only and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision hereof. If any provision of this EULA is held to be invalid or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired. The parties shall interpret the affected provision in a manner that renders it enforceable while attempting to closely approximate the intent and effect of the affected provision.

**15. USA GOVERNMENT USERS ONLY**

**This Section does *not* apply to any private enterprise, public or private corporation, law firm, consulting company, digital forensics company, non-law enforcement agency, private person, or any other corporate entity that is a Licensee.**

A. U.S. Government Customers. The Software and Services were developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" and/or "computer software documentation" as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Software by the U.S. Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 and/or DFARS 227.7202-4, as applicable.

B. **INAPPLICABLE TERMS AND PROVISIONS – *VOID AB INITIO***. This Section ***only applies*** to U.S. local, county, state, governmental agencies and other U.S. law enforcement agencies that are state or federally funded by the United States Government. Subject to the foregoing statements, to the extent that any term or provision of the Agreement, is considered ***void ab initio***, or is otherwise unenforceable against the Licensee pursuant to applicable U.S. Law that expressly prohibits Licensee from agreeing to such term or condition, then such conflicting term or provision in this Agreement shall be struck to the extent to make such term or provision enforceable, and the remaining language, if any, shall remain

in full force and effect. Any Licensee policies or procedures which are not expressly required by U.S. Law, shall not apply or be incorporated into the Agreement.

## 16. WARRANITES

A. Hardware Warranty.

Subject to the remaining Sections of this Appendix I, Cellebrite warrants that each Product, including all firmware but excluding 1) Software, for which the warranty is only as provided under Section B, 2) other Accessories, for which the warranty shall be as provided below, and 3) related services or prototypes of any Product, shall perform in substantial conformance with its Documentation for twelve (12) months after delivery (the "**Warranty Period**"). If any failure to conform to such specification ("**Defect**") is suspected in any Product during the Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions at Licensee's expense. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyse the Defect and any technical information provided by Licensee to verify whether any Defect appears in the Product.

If a returned Product does not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs, and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at its option, either repair or replace the defective Product with the same or equivalent Product without charge. If, after a period of thirty days following Cellebrite's receipt of the returned Product, repair or replacement has not occurred then Cellebrite will credit or refund (at Cellebrite's option) the purchase price, provided: (i) Licensee notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Licensee knows or reasonably should know of the claimed Defect, and (ii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product DAP, excluding Import VAT (Incoterms 2010), to Licensee's destination. Title to any replaced Product or replaced parts of any Product shall pass to Cellebrite upon delivery.

In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty will perform in substantial conformance with the Documentation for a period of (i) six (6) months from the date of repair or replacement or (ii) until the expiration of the original Warranty Period, whichever is later.

Accessories shall perform in substantial conformance with their Documentation for six (6) months after Licensee's receipt (the "**Accessories Warranty Period**"). If any Defect is suspected in any accessories during the Accessories Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective Accessories to Cellebrite in accordance with Cellebrite's instructions. No Accessories will be accepted for repair or replacement without the written authorisation of Cellebrite. If returned Accessories do not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If returned Accessories have a Defect, Cellebrite shall either repair or replace the defective Accessories with the same or equivalent Accessories without charge. Title in any replaced Accessories shall pass to Cellebrite upon delivery of the replacement Accessories.

"**Accessories**" shall mean using any peripheral equipment which accompanies, or is used in conjunction with, the Products, including without limitation, cables, kits, connectors or other accessories.

B. Software Warranty:

Cellebrite warrants to Licensee that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformance with its Documentation. As Purchaser's sole and exclusive remedy, Cellebrite will, at its sole expense, and as its sole obligation, promptly repair or

replace any Software that fails to meet this limited warranty .Software shall be provided with an initial twelve (12) months license which may be renewed by Purchaser for additional terms against payment of the applicable subscription fees to Cellebrite (the "**Software License Period**"). During the Software License Period Cellebrite shall provide Purchaser with periodical Software Updates, at Cellebrite's sole and absolute discretion.

C. Exclusions:

Cellebrite is not responsible for any claimed breach of any warranty caused by: (a) Licensee's use of the Products or Software in violation of Section 2(C) ("License Prohibitions"); (b) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Licensee; (c) Licensee's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (d) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (e) for any Product with a touch screen, any Defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any Defect caused in a touch screen by Licensee's negligence or wilful misconduct; (f) maintenance of the Products or Software in a manner that is contrary to written instructions provided by Cellebrite to Licensee; (g) a product or service not provided, authorised or approved by Cellebrite for use with the Products or Software; (h) any repair services not authorised or approved by Cellebrite; (i) any design, documentation, materials, test data or diagnostics supplied by Licensee that have not been authorised or approved by Cellebrite; (j) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS" to the maximum extent permissible by law); (k) any third party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (l) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (m) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (n) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorised by an agreement between Cellebrite and Licensee; (o) use of Products or Software incorporated into a system, other than as authorised by Cellebrite; or (p) any Products or Software that has been resold or otherwise transferred to a third party by Licensee (any Product or Software affected by the cases in (a)-(p) is referred to hereinafter as an "**Excluded Item**"). The warranties herein do not apply to, and Cellebrite makes no warranties with respect to the computer or other platform on which the Software is installed or otherwise embedded.

D. Warranty Limitations:

EXCEPT AS STATED IN THIS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, AT COMMON LAW OR BY STATUTE, AND SPECIFICALLY DISCLAIM ANY WARRANTY AND/OR CONDITION RELATING TO THE PRODUCTS, SERVICES, OR THE CONFIDENTIAL INFORMATION, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY, PATENT SUFFICIENCY, FITNESS FOR A PARTICULAR PURPOSE, USE, VALUE, NONVIOLATION OF PRIVACY RIGHTS, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, AND THE EQUIVALENTS THEREOF UNDER THE LAWS OF ANY JURISDICTION OR THAT THE PRODUCTS WILL BE OF SATISFACTORY QUALITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT CELLEBRITE'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

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Cellebrite expressly disclaims and renounces any warranty or representation that the Products and/or the Software can work with all types of devices, any particular device, or with any particular version of any operating system. Licensee assumes the entire risk and all liabilities that the Product and/or the Software will not work with respect to any such device. THE LICENSEE'S BENEFITS FROM THE SERVICES ARE PROVIDED BY CELLEBRITE ON AN "AS-IS" AND "WHERE IS" BASIS AND WITH ALL FAULTS.

E. Repaired or Replaced Products:

Before returning a Product for service, Licensee will back up any data contained in such Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, LOSS OF, OR CORRUPTION OF, ANY RECORDS, PROGRAMS, DATA OR INFORMATION RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

EULA Version: November 2023

CITY OF GRIFFIN

_____
Douglas S. Hollberg, Mayor

Attest:

_____
Jennifer Freeman, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

Date:

_____

CELLEBRITE, INC.

Signed by:
Troiani S Meyers
B9AD040E4143478...

Name: Troiani S Meyers
Title: Director of Inside Sales, SLG

Date: Oct-23-2026

Docusign Envelope ID: E932EE04-75F7-8CF4-81D2-8398A8979864



**CELLEBRITE INC.**
**GENERAL TERMS AND CONDITIONS**

## 1. Definitions

1.1. In addition to the definitions contained in the End User License Agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html ("**EULA**"), as amended and fully executed by the Parties, the terms of which are incorporated by reference herein, in these General Terms and Conditions (the "**GTC**"):

1.1.1. "**Licensee**" shall mean the contracting party of the which purchase from Cellebrite the Products under the Purchase Order.

1.1.2. "**Person**" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a governmental or regulatory authority.

1.1.3. "**Personal Information**" means any information that can identify an identifiable person, and includes, but is not limited to: (a) an individual's name together with address, Social Security Number, Tax identification number, driver's license number, identification card number, phone number, date of birth, password or other security credentials or other information that can identify an individual; (b) credit, debit or other payment card information, bank account or other financial institution information, credit history, credit reports or other financial information; (c) Licensee proprietary network information, including without limitation call and message detail, type and use of products or services, account numbers, identifying numbers of wireless devices or other information related to telecommunications usage; and, (d) compensation or benefits information, protected health information, marital status, number of dependents, background checks, disciplinary action or other information related to employment.

1.1.4. "**Purchase Order**" or "**PO**" shall mean a purchase order submitted by Licensee to Cellebrite.

1.1.5. "**Quote**" shall mean a Quote issued by Cellebrite pursuant to this Agreement.

1.1.6. "**Restricted Territories**" shall mean any of those jurisdictions or territories that are (i) subject or target of sanctions or terrorist-supporting territories, including, without limitation, Iran, Iraq, Somalia, Syria, Libya, Lebanon, Palestinian territories, North Korea, Sudan, Yemen, Cuba, Venezuela, Pakistan and the Crimea region, or (ii) regulated territories in which Licensee does not have the licences, permits, authorizations and approvals that are required by all applicable laws issued by the relevant regulatory authority to carry out Licensee's business activity using the Product and/or the Software.

1.2. In these GTC, unless the context otherwise requires: (i) words expressed in the singular shall include the plural and vice versa, (ii) words expressed in the masculine shall include the feminine and neutral gender and vice versa; (iii) references to Sections are references to sections of these GTC, and; (iv) references to "day" or "days" are to business days, which shall be any day, other than a Saturday or Sunday or a day on which banks located in the United States shall be authorised or required by law to close.

## 2. Scope and Purpose

2.1. The Agreement shall apply to any acquisition of Products by Licensee from Cellebrite. In the event of any conflict, ambiguity, or inconsistency between the provisions of the Agreement and any other document, such as a Licensee-issued PO, the following order of precedence shall apply: (1) the Agreement; (2) a Confirmed PO; and (3) the terms of any other Cellebrite-issued document relating to the Product. Licensee or Cellebrite's URL's or hyperlinks in any document shall not be binding

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on the Parties nor modify this Agreement, and are expressly rejected, regardless of when issued by Licensee and/or Cellebrite, or even if signed by Cellebrite. Any deviations from the Agreement, unless they are made in writing and executed by a duly authorised officer of Cellebrite, shall be void and unenforceable.

2.2 **Services for Pathfinder Teams Licensees:**

2.2.1. "**Included Pathfinder Teams Annual Services**" shall mean services to be provided to Pathfinder Teams Licensees with respect to new (other than renewals) Pathfinder Teams Licenses issued under Quotes dated 1 January 2022 onwards; Such services may include first installation assistance and/or web-based training or guidance and/or implementation, all as defined and/or as shall be defined from time to time by Cellebrite's at its sole and absolute distraction.

2.2.2. During the License Term, Pathfinder Teams Licensee shall be entitled to up to 2 (two) consecutive days (maximum 8 hours per each day) of Included Pathfinder Teams Annual Services per year, on a non-accumulative basis. The Included Pathfinder Teams Annual Services shall be provided to Pathfinder Teams Licensee remotely or on-site - at Cellebrite's sole and absolute discretion. Upon Pathfinder Teams Licensee written request to receive the annual Included Pathfinder Teams Annual Services, Cellebrite's and the Pathfinder Teams Licensee shall mutually determine regarding the dates of executions of the annual Included Pathfinder Teams Annual Services. Non-consumption of any Included Pathfinder Teams Annual Services by the Pathfinder Teams Licensee during the License Term, for any reason, shall not entitle the Pathfinder Teams Licensee to any refund and/or reduction of the quoted price and/or any other rights deriving from the non-consumption of the Included Pathfinder Teams Annual Services.

## 3. Purchase Orders

3.1. Purchase Order. Licensee will issue Purchase Orders to Cellebrite specifying: (i) quantities of each Product; (ii) price per unit for each Product (in accordance with the terms agreed upon hereunder) ("**Price per Unit**") and license fees; (iii) desired date for collection of the Products; (iv) shipping instructions; and (v) any other data or information requested by Cellebrite.

3.2. Purchase Order Amendments. Changes to any Purchase Order require: (i) sufficient advance notice for Cellebrite to make the necessary modifications and (ii) written confirmation from Cellebrite for such modification to the Purchase Order. The Parties will confirm in writing any changes in the Price per Unit or delivery schedule of the Product. The Licensee will reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with amendment of the Purchase Order.

3.3. Purchase Order Confirmation. Cellebrite shall provide a written response to each Purchase Order within seven (7) business days following the receipt of a Purchase Order. In the event Cellebrite fails to respond to Licensee within said period, the Purchase Order shall be deemed accepted ("**Confirmed PO**").

3.4. Purchase Order Cancellation and Reimbursement of Charges. Licensee may cancel a Purchase Order in whole or in part by giving Cellebrite a written notice in this respect no later than forty-five (45) days prior to the designated delivery date. In the event Licensee cancels a Purchase Order or any part thereof, Cellebrite shall reimburse Licensee for the relative part of the Total Purchase Price (as defined below) paid by Licensee for the Products. Cellebrite may reduce any sums to be reimbursed to reflect the costs of material which cannot otherwise be consumed or used in the next three (3) months by Cellebrite in the course of its business.

## 4. ~~Prices~~ and Purchase Price

4.1. Price List. Cellebrite may, at its sole discretion, change its price lists or add or remove products from the price lists. Changes in price lists shall take effect within thirty (30) days from the date of

notification to Licensee. It is hereby clarified that changes in price lists shall not apply to Products underlying a Confirmed PO, however, price list changes will apply to any Confirmed PO if Licensee has requested an amendment to the Confirmed PO and the amendment has not been accepted by Cellebrite at the time of the price list change.

4.2. Total Purchase Price. Licensee shall pay Cellebrite the total price as set forth in the Purchase Order ("**Total Purchase Price**"). Cellebrite may charge Licensee for any modifications to an accepted Purchase Order, including changes in the proposed delivery schedule.

4.3. Quoted Price. Unless otherwise agreed in writing, all prices quoted in the Purchase Order ("**Quoted Price**") shall be paid by Licensee to the account(s) indicated by Cellebrite. All payments shall be made in US currency or other currency mutually agreed by the Parties. The payment is considered made at the date when the amounts effectively reach Cellebrite's bank account. The Quoted Price does not include transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties In addition to the Quoted Price, Licensee shall pay all taxes, fees, or charges imposed by any governmental authority. If Cellebrite is required to collect the foregoing, Licensee will pay such amounts promptly unless it has provided Cellebrite with a satisfactory valid tax exemption certificate authorized by the appropriate taxing authority.

4.4. Terms of Payment and Default Interest. Payment for the Products under any confirmed PO shall be in accordance with the payment terms set forth in the Quote. Failure to make due payment in accordance with the terms of the Quote may cause Cellebrite to apply an interest charge of up to one and one-half percent (1.5%) per month (but not to exceed the maximum lawful rate) on all amounts which are not timely and duly paid, accruing daily and compounding monthly from the date such amounts were due. Licensee shall reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with the collection of overdue amounts, including attorneys' fees. Licensee shall not be permitted to set off any deductions against any amounts due to Cellebrite.

## 5. Delivery

5.1. Delivery Obligations. Delivery obligations of Cellebrite (including the delivery location and time period) shall be as set forth in the Quote. The Product shall be free from any pledge, lien, charge, hypothecation, encumbrance or other security interest upon its delivery to Licensee.

5.2. Transfer of Risk and Title. The transfer of the risk regarding the hardware (not the Software) shall pass to Licensee upon delivery. Only upon full payment of Licensee to Cellebrite the title of the hardware (not Software) shall pass to Licensee.

## 6. Representations and Warranties

6.1. Each Party warrants, represents, and undertakes that it has and shall continue to have full ability, capacity, and authority required by law or otherwise to enter into and to perform its obligations under the Agreement in a reliable and professional manner.

6.2. Licensee warrants, represents and undertakes that: (i) it has obtained, prior to the consummation of this Agreement, all approvals, permits, licences, consents, authorisations, registrations, permissions, notices, certifications, rulings, orders, judgements and other authorisations from any applicable data subject, employee, employee representative body, regulatory authority, or third party entity or person necessary for the use of the Product and/or the Software by Licensee or for Cellebrite to perform or provide any services related to the Product and/or the Software ("**Permissions**") which include, rights for Cellebrite to use, access, intercept, analyse, transmit, copy, modify, and store, all of the intellectual property rights, Personal Information ("**Personal Data**"), confidential information, or other data or information that may be used, accessed, intercepted, transmitted, copied, modified or stored by Cellebrite to perform or provide any Services; (ii) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate actions ;(iii) neither the execution and delivery of this Agreement, nor compliance by it with the terms and provisions hereof and thereof, will conflict with, or result in a breach of any judgment, order, writ, decree, statute, rule, regulation or restriction; (iv) its performance of its obligations in accordance with the terms of the Agreement will not breach any agreement by which it is bound, or violate or infringe any law or any copyrights; (v) it shall use

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reasonable endeavours to provide such information and assistance which is reasonably required to fulfil Cellebrite's obligations under the Agreement; and (vi) it has the right to be in possession of, access, interact with and otherwise use, all devices, equipment, programmes, data and media (including any telecommunications systems) that are being used in connection with the Product and/or the Software and that the use of the Product and/or the Software, including any instructions given to Cellebrite in connection with the same, is made in compliance with all applicable laws; and (vii) all information provided by it to Cellebrite during the term of the Agreement shall be complete and accurate in all material respects, and that it is entitled to provide the information to Cellebrite for its use as contemplated under the Agreement.

6.3. Where necessary for, or incidental to, any servicing by Cellebrite of the Product and/or Software, Licensee authorises Cellebrite to:

6.3.1. access all devices and all programmes, data and media contained on them;

6.3.2. obtain and retain personal data on the devices and programmes, data and media contained on them;

6.3.3. access and intercept communications on the devices and programmes, data and media contained on them; and

6.3.4. use technology or other means to circumvent measures designed to prevent unauthorised access to devices and all programmes, data and media contained on them, including where such measures are designed to protect copyright works.

6.4. Licensee shall provide to Cellebrite in a timely manner the following documents, information, items, written evidence and materials in any form (whether owned by Licensee or third party) and ensure that they are accurate and complete in all material respects:

6.4.1. Licensee's IT Policy;

6.4.2. Licensee's Acceptable Use Policy;

6.4.3. Licensee's "Bring Your Own Device" Policy; and

6.4.4. evidence that Licensee's has obtained all Permissions required to permit Cellebrite to perform its service obligations under the Agreement.

6.5. Licensee shall also:

6.5.1. implement appropriate measures and policies to mitigate the risks of the Licensee's employees, agents, subcontractors or consultants reporting any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority; and

6.5.2. immediately notify Cellebrite if Licensee becomes aware that any of Licensee's employees, agents, subcontractors or consultants have reported any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority.

## 7. Responsibility

7.1. Subject to the terms of the Agreement and any ancillary documents thereto, each Party is responsible to the other Party for damages it may cause to the other Party by its willful acts and for its failure to fully or duly perform the conditions hereof.

7.2. Licensee will not, directly or indirectly, use, resell, deliver, transfer, lend, or otherwise make available the Product and/or the Software to any of Cellebrite's competitors.

7.3. Licensee will not directly or indirectly use the Product and/or the Software, or otherwise resell, deliver, transfer, lend, contribute or otherwise make available the Product and/or Software to any party, person or entity in connection with any terrorist activity or activity or business in any of the Restricted Territories in violation of sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State (including,

without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the European Union, Her Majesty's Treasury or other relevant economic sanctions authority.

7.4. Cellebrite may modify the list of Restricted Territories in its sole discretion. Cellebrite will notify Licensee of any such modifications.

7.5. To the extent permitted by law, both Parties shall comply with Cellebrite's Business Conduct Policy available at http://legal.cellebrite.com/intl/Business_Conduct_Policy.htm. If a Party breaches the Business Conduct Policy, the non-breaching Party may terminate this Agreement by giving ten (10) days' prior written notice to the breaching Party.

## 8. Compliance

8.1. Licensee is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. Licensee will comply with Cellebrite's Business Conduct Policy.

8.2. Licensee represents warrants and covenants that it shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's products, including but not limited to the Product or the Software and shall only use the Products or Software in compliance with all applicable laws and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations or the applicable foreign equivalents).

8.3. Licensee and its subsidiaries and Affiliates will not (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act or any other applicable antibribery or anti-corruption law. Licensee further represents, covenants and warrants that it has, and shall cause each of its subsidiaries and/or Affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law.

8.4. Upon Cellebrite's request, Licensee will confirm in writing that it complies with Section and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Licensee is not complying with Section then, after notifying Licensee regarding the reasonable suspicion, Cellebrite may demand that Licensee, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to verify Licensee's compliance with this Section. Any such inspection can be executed by Cellebrite or its third party representative.

8.5. Cellebrite may immediately terminate this Agreement and any applicable Purchase Orders if Licensee violates its obligations under this Section. Nothing contained in this Section shall limit any additional rights or remedies available to Cellebrite.

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8.7. To the extent permitted by law, Licensee shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section by Licensee.

8.8. Licensee will pass on the provision of this Section to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section.

**9. Force Majeure**

9.1. Neither party will be liable for delays in performance caused by any unforeseeable and unpreventable circumstance or event beyond the party's reasonable control that interferes with the performance of the Agreement ("**Force Majeure**"). Force Majeure includes, but is not limited to, acts of God, war (whether declared or undeclared), terrorism, strikes, fires, accidents, floods, civil disturbance and natural disasters. Upon the ceasing or termination of Force Majeure, the Parties shall resume their responsibilities under the terms of the Purchase Order and related agreements within 7 days (or, if the same is not possible, within reasonable period of time).

9.2. A party seeking the protection of Section 9.1 shall provide written notice to the other party within five (5) days of the beginning of the Force Majeure event.

**10. Export**

10.1. The Parties acknowledge that the Product and/or the Software is or may be subjected to regulations on customs, export or import control and/or re-export regulations applicable in the United States, the European Union and its member countries, and/or other countries. Said regulations include but are not limited to the provisions of the US Export Administration Regulations (EAR) and the provisions of the regulations of the European Union.

10.2. Licensee expressly warrants, represents and covenants that it shall comply fully with all applicable export laws and regulations of the United States and other jurisdictions to ensure that neither the Product nor the Software are exported or reexported in violation of such laws and regulations, or used for any purposes prohibited by such laws. As the Products and the Software are subject to export control laws and regulations, Licensee shall not export or "re-export" (transfer) the Product and/or the Software unless the Licensee has complied with all applicable controls.

**11. Miscellaneous**

11.1. Publicity. Cellebrite may list Licensee as one of Cellebrite's customers.

11.2. Language. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render the terms of these GTC unreasonable.

11.3. Termination. Either Party may terminate this Agreement: (i) for its convenience by giving the other thirty (30) days' prior written notice; (ii) by giving the other Party a written notice to be immediately effective in case the other causes a material or continuous breach hereof ("continuous" meaning two or more occurrences of the same breach). All of Licensee's obligations under this Agreement shall survive the expiration or termination of the Agreement. Termination of this Agreement will not entitle Licensee to any deduction of the Quoted Price or any refund of any prepaid fees. Upon termination of the Agreement, for any reason, Licensee shall allow Cellebrite to access its premises for the purposes of de-installation and transfer of the Product. Termination of the Agreement in accordance with this Section shall not impose any liability on Cellebrite. Cellebrite may terminate the Agreement and revoke the license granted hereunder by giving the other Party a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply

Cellebrite

with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind.

11.4. Third Party Rights. A person who is not a party to the Agreement shall not acquire any rights under them or be entitled to benefit from any of their terms.

11.5. Bankruptcy. If a voluntary or involuntary petition is filed under Title 11 of the United States Code or its analogue in any jurisdiction or country, all debts that Licensee may owe to Cellebrite shall be considered "administrative expenses" within the meaning of 11 U.S.C. Sec. 503(b)(1)(a) (as amended) or its analogue, and Cellebrite's claim or claims for those administrative expenses shall be entitled to the priority specified in 11 U.S.C. Sec. 507(a)(1) (as amended) or its analogue. Licensee will use its best efforts to classify those claims as administrative under applicable Law.

11.6. Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either the Licensee or Cellebrite partners, joint venturers, principals, representatives, agents or employees of the other. Neither Party shall have any right, power, or authority, express or implied, to bind the other.

11.7. Counterparts. This Agreement may be executed in any number of counterparts, including using digital signatures or exchange of scanned copies of signed pages (*e.g.*, in PDF format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

CITY OF GRIFFIN

_____
Douglas S. Hollberg, Mayor

Attest:

_____
Jennifer Freeman, Secretary

Approved as to Form:

Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

Date:

_____

CELLEBRITE, INC.

Signed by:
Troiani S Meyers
B9AD040E4143478...

Name: Troiani S Meyers
Title: Director of Inside Sales, SLG

Date: Oct-23-2026

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider MEAG Power Sale of of Excess Power to The City of Lawrenceville, on behalf of The City of Griffin, up to 2.1/MWh from June 2027 through September 2027 and up to 8.7/MWh from June 2028 through September 2028. *Electric Director, Jason Crane will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The contract is to sell, up to 2.1/MWh in 2027 and up to 8.7/MWh in 2028, of excess power at the following pricing schedule:
June 2027 - September 2027 at $82.00/MWh.
June 2028 - September 2028 at $86.00/MWh.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

The proceeds from the sale of excess power will be credited within the MEAG Power bill for calendar year 2027 an 2028.

**Submitted By:**
Jason Crane

**Meeting Date:**
10/11/2026

ATTACHMENTS:
IPT Agreement_Griffin_to_Lawrenceville for Excess Power (2027-2028).pdf
Opinion Letter for Lawrenceville IPT.pdf

October 21, 2026

City of Griffin, Georgia
Attn: The Honorable Douglas S. Hollberg, Mayor
1010 North Hill Street
Griffin, GA 30223

City of Lawrenceville, Georgia
Attn: The Honorable David Still, Mayor
70 South Clayton Street
Lawrenceville, GA 30046

**Re: MEAG Power Sale of Excess Power to City of Lawrenceville on Behalf of the City of Griffin**

Dear Mayor Hollberg and Mayor Still:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), the City of Griffin, Georgia ("Griffin"), and the City of Lawrenceville, Georgia ("Lawrenceville"), for MEAG Power's sale on behalf of Griffin of certain excess power to Lawrenceville pursuant to Section 312 of the Power Sales Contract between MEAG Power and Griffin. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Griffin and Lawrenceville, it is understood and agreed that:

**(1) Sale of Excess Power by MEAG Power on Behalf of Griffin.**

**(a)** Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Griffin, Griffin has declared the amounts shown in Attachment 1, net of any Vogtle sellback amounts, to be excess to its needs. Griffin has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell to Lawrenceville this capacity and the output in each hour therefrom, including output directed to off system sales, as delivered energy (the “Sale Amount”) in accordance with the terms and conditions set forth in Attachment 1.

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

**(b)** This Sale Amount shall not reduce Griffin's Entitlement Share of output and services under the Power Sales Contract, and Griffin shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Lawrenceville for the Sale Amount pursuant to this Letter Agreement shall be credited to Griffin's obligation to MEAG Power to pay for its Entitlement Share.

**(c)** MEAG Power shall treat that portion of the output sold to Lawrenceville on behalf of Griffin as Lawrenceville's resource from delivery at level B-1.

**(2) Purchase of Excess Power by Lawrenceville**. Lawrenceville agrees to purchase the Sale Amount in accordance with the terms and conditions set forth in Attachment 1. MEAG Power shall bill Lawrenceville for such amount and Lawrenceville shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Lawrenceville.

**(3) Costs.** Griffin shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Griffin to enable it to verify any such costs.

**(4) Indemnification.** Griffin hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Griffin's sale of excess power pursuant to this Letter Agreement, only to the extent permitted by law

If you are in agreement with the foregoing, and after this Letter Agreement has been duly authorized by the governing bodies of Griffin and Lawrenceville, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**

ATTEST:

By: _____

_____

James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

Agreed to and accepted, this ____ day of _____, _____.
Month Year

**CITY OF GRIFFIN**

By:_____
Douglas S. Hollberg, Mayor

ATTEST:

_____
Jennifer Freeman, Secretary

[SEAL]

Agreed to and accepted, this ____ day of _____, _____.
Month Year

**CITY OF LAWRENCEVILLE**

By:_____
David Still, Mayor

ATTEST:

_____
City Clerk

[SEAL]

Approved as to form:

By: Andrew J. Whalen, III
Andrew J. Whalen, III
City Attorney

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

## Attachment 1—Terms and Conditions page 1 of 1

| | | |
|---|---|---|
| Product: | Project 1 Capacity and Unit Output (5x16) | |
| Term: | Beginning hour ending 0700 Central Prevailing Time June 1, 2027 through hour ending 2200 Central Prevailing Time September 30, 2027<br><br>And<br><br>Beginning hour ending 0700 Central Prevailing Time June 1, 2028 through hour ending 2200 Central Prevailing Time September 30, 2028 | |
| Contract Quantity: | June 2027 – September 2027 of Project 1) | 2.1 MW (approximately 0.241768% |
| | June 2028 – September 2028 of Project 1) | 8.7 MW (approximately 1.001609% |
| Pricing: | June 2027 – September 2027 | $82.00/MWh |
| | June 2028 – September 2028 | $86.00/MWh |

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300

THE WHALEN LAW FIRM
100 South Hill Street, Suite 524
Griffin, Georgia 30223
Telephone (770) 227-9456

November 10, 2026

City of Lawrenceville, Georgia
Attn: The Honorable David Still, Mayor
70 South Clayton Street
Lawrenceville, GA 30046

City of Griffin, Georgia
Attn: Douglas S. Hollberg, Mayor
100 South Hill Street, Third Floor Administration
Griffin, GA 30223

Municipal Electric Authority of Georgia
Attn: James E. Fuller, President & Chief Executive Officer
1470 Riveredge Parkway NW
Atlanta, GA 30328-4640

RE: Opinion Re: Enforceability of Inter-Participant Contract

Dear Sirs:

The purpose of this letter is to provide my legal opinion concerning the execution and enforceability of that certain Inter-Participant Contract entered into by the cities of Griffin, Lawrenceville and MEAG Power, dated November 10, 2026 ("IPT"). I have conducted a thorough review of applicable law, including statutory and constitutional law of Georgia, the Charter of the City of Griffin, and all applicable ordinances and resolutions of the City of Griffin. I am also knowledgeable concerning the procedure utilized by the City of Griffin in reviewing and approving the IPT.

For the benefit of and reliance of each of the parties to the IPT, I hereby opine as follows:

(1) That the process utilized by the governing body of the City of Griffin in approving the IPT complied in full with each of the requirements set forth in the City's Charter, ordinances and resolutions; and,

(2) The signatory of the IPT on behalf of the City of Griffin is fully authorized by applicable law to execute the IPT on behalf of the City of Griffin and that the City of Griffin upon execution will be fully bound by the terms of the IPT; and,

(3) Upon execution, the IPT will be a fully enforceable document legally binding the City of Griffin to the terms thereof.

I understand fully that the parties to the IPT are relying upon this opinion in moving forward with this transaction.

Very truly yours,

THE WHALEN LAW FIRM, LLC

By: Andrew J. Whalen, III
Andrew J. Whalen, III
For the Firm

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider Resolution accepting an Easement Agreement whereby the City would obtain a permanent forty-foot (40') by fifty-foot (50') easement, totaling 2,000 square feet or 0.046 acres, to install, construct, operate, maintenance, repair, replace or remove, electric underground wire and/or equipment, on or over the parcel located in Land Lot 111 of the 2nd Land district of Spalding County, City of Griffin, Georgia, Tax Parcel 055-03008G, commonly known as 1524 GA-16 West, The Kroger Co., and authorizing the City Manager to record the Easement Agreement in the Clerk of Superior Court, Spalding County, Georgia records. *Director of Electric, Jason Crane will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

If accepted, The City would accept responsibility identified in number four of the Easement Agreement, "Rights and Obligations of Grantee". Approval of the Easement Agreement would give The City of Griffin Electric Department the ability to perform the necessary electric distribution work in order to serve Lush Nail Salon; a new business being constructed within Kroger Shopping Center.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

The financial impact is budgeted in the FY27 Electric Budget under new customer construction.

**Submitted By:**
Jason Crane

**Meeting Date:**
10/11/2026

ATTACHMENTS:
RES - Kroger Utility Easement - Lush Nail Salon - 11.10.26.pdf

No. 26 –

**A RESOLUTION**

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AUTHORIZING THE ACCEPTANCE OF AN EASEMENT AGREEMENT WHEREBY THE CITY WILL OBTAIN THE A PERMANENT EASEMENT CONTAINING 2,000 SQUARE FEET OR 0.046 ACRES, TOGETHER WITH THE RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN ELECTRIC UTILITY FACILITIES ON OR UNDER RELEVANT PORTIONS OF PARCEL NOS. 055 03008G AND 055 03008H ON THE SPALDING COUNTY TAX MAP; AUTHORIZING THE CITY MANAGER TO RECORD THE EASEMENT AGREEMENT IN THE GENERAL EXECUTION DOCKET OF THE CLERK OF SUPERIOR COURT, SPALDING COUNTY, GEORGIA; AND FOR OTHER PURPOSES.

**WHEREAS,** The Kroger Co., record owner of the property located in Land Lot 111 of the 2nd Land District of spalding Coutny, City of Griffin, Georgia, being Tax Parcel 055 03008G, and the adjacent portion of Tax Parcel 055 03008H, as affected ("Parcel"), has executed the attached Easement Agreement for purposes of conveying to the City of Griffin a permanent easement totaling 2,000 square feet or 0.046 acres, together with the right to construct, operate, and maintain electric utility facilities on or under the Parcel ("Easement"), as shown on Exhibit "A" to the attached Easement Agreement;

**WHEREAS,** if accepted, the City would accept responsibility for maintaining the utility facilities in good condition and repair;

**WHEREAS**, the City would not accept future maintenance responsibility for the parking lot or surface areas beyond any responsibility to restore the surface of the Easement area and any temporary work areas to substantially the same condition as existed prior to the work;

**WHEREAS**, this Board of Commissioners, based upon its staff's review of the Easement Agreement and construction plans, desires to accept the Easement Agreement;

[CONTINUED ON FOLLOWING PAGE]

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby accepts the Easement Agreement, and the rights and responsibilities outlined therein, and authorizes the City Manager to record the Easement Agreement in the General Execution Docket of the Clerk of Superior Court, Spalding County, Georgia upon proper execution.

**SO RESOLVED,** this 10th day of November, 2026.

_____
Douglas S. Hollberg, Mayor

ATTEST:

_____
Jennifer Freeman, Secretary

# UNDERGROUND UTILITY EASEMENT AGREEMENT

This Underground Utility Easement Agreement (the "Agreement") is made and entered into as of November ____, 2026, by and between:

**Grantor:**
The Kroger Co., an Ohio corporation
1014 Vine St
Cincinnati, OH 45202
(and/or its successors and assigns)
("Grantor")

and

**Grantee:**
City of Griffin, Georgia, a political subdivision of the State of Georgia
100 South Hill St
Griffin, Georgia 30223
(and/or its successors and assigns)
("Grantee")

## 1. Recitals

A. Grantor is the owner of (or has authority over) that certain real property located in Land Lot 111 of the 2nd Land District of Spalding County, City of Griffin, Georgia, being Tax Parcel 055 03008G (and the adjacent portion of Tax Parcel 055 03008H as affected), more particularly described in the records of Spalding County, Georgia.

B. Grantee desires a permanent underground utility easement across a portion of the property for the installation, operation, maintenance, repair, and replacement of underground utility facilities.

C. The Parties desire to establish the easement on the terms set forth herein, as shown on the Utility Easement Exhibit prepared by Scanlon Engineering Services, Inc., dated September 8, 2026, Project No. S260422400, Sheet 694B.

## 2. Grant of Easement

Grantor hereby grants, conveys, and dedicates unto Grantee a perpetual, non-exclusive underground utility easement (the "Easement") over, under, across, and through the area described below (the "Easement Area") for the following purposes:

- Installation, construction, operation, maintenance, repair, replacement, removal, and relocation of underground electric and natural gas utility lines, cables, conduits, pipes, and other facilities reasonably necessary for the transmission and distribution of electric and natural gas utility services, and no other purpose.
- Reasonable ingress and egress to the Easement Area; and

- Temporary use of immediately adjacent surface areas during construction or maintenance work, provided Grantee restores the surface to substantially its prior condition at Grantee's sole expense.

**3. Legal Description of the Easement Area**

All that tract or parcel of land lying and being in Land Lot 111 of the 2nd Land District of Spalding County, City of Griffin, Georgia, and being more particularly described as follows:

COMMENCING at the northeast corner of tax parcel 055 03008H, now or formerly owned by D&T Building, LLC, proceed South 89 degrees 56 minutes 54 seconds West a distance of 69.00 feet to a point; THENCE South 01 degrees 23 minutes 43 seconds East a distance of 64.04 feet to a point, said point being the POINT OF BEGINNING.

From said POINT OF BEGINNING, THENCE South 01 degrees 23 minutes 43 seconds East a distance of 50.00 feet to a point; THENCE South 88 degrees 36 minutes 17 seconds West a distance of 40.00 feet to a point; THENCE North 01 degrees 23 minutes 43 seconds West a distance of 50.00 feet to a point; THENCE North 88 degrees 36 minutes 17 seconds East a distance of 40.00 feet to a point, said point being the POINT OF BEGINNING.

Said easement containing 2,000 square feet or 0.046 acres.

(The Easement Area is also shown as the "EASEMENT AREA" on the Utility Easement Exhibit attached hereto as Exhibit A and incorporated herein by reference.)

**4. Rights and Obligations of Grantee**

Grantee shall:

- Perform all work in a good and workmanlike manner and in compliance with all applicable laws, codes, and industry standards;
- Restore the surface of the Easement Area and any temporary work areas to substantially the same condition as existed prior to the work;
- Maintain the Facilities in good condition and repair; and
- Indemnify, defend, and hold Grantor harmless from and against any claims, damages, losses, or liabilities arising out of Grantee's use of the Easement, except to the extent caused by Grantor's negligence or willful misconduct.

**5. Truck Access and Operations**

At all times during the installation, construction, maintenance, repair, replacement, relocation, or removal of the Facilities, Grantee shall maintain safe and unobstructed access for Kroger's truck route and delivery operations. Grantee shall not block, restrict, impair, or otherwise interfere with truck ingress, egress, circulation, loading, unloading, or deliveries serving Kroger's property without Grantor's prior written consent. In the event any temporary restriction is necessary,

Grantee shall coordinate with Grantor in advance and implement measures reasonably acceptable to Grantor to maintain uninterrupted store operations and delivery access.

**5. Rights Reserved by Grantor**

Grantor retains the right to use the surface of the Easement Area for any purpose that does not unreasonably interfere with Grantee's rights, including landscaping, paving, parking, and construction of improvements, provided no permanent structure is placed that would prevent reasonable access to or maintenance of the Facilities.

**6. Term**

This Easement is perpetual and shall run with the land, binding upon and inuring to the benefit of the Parties and their respective successors and assigns.

**7. Recording**

Grantee is authorized to record this Agreement (together with the attached Exhibit A) in the official real property records of Spalding County, Georgia.

**8. Miscellaneous**

- This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof.
- Any amendment must be in writing and signed by both Parties.
- This Agreement shall be governed by the laws of the State of Georgia.
- If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

[Remainder of Page Intentionally Blank, Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Sworn to and subscribed before me
this 3rd day of November 2026.

Unofficial Witness
Renee A. R. Cipriani
Notary Public
My Commission Expires: 11/30/30

**(NOTARY SEAL)**

NOTARY PUBLIC STATE OF OHIO

**RENEE A. R. CIPRIANI**
Notary Public, State of Ohio
My Commission Expires
November 30, 2030

**GRANTOR:**
The Kroger Co., an Ohio corporation

APPROVED RRC ESP LAW DEPT

By: _____
Name: Kyle R. Grubbs
Title: Senior Counsel
Date: 11/3/2026

Sworn to and subscribed before me
this _____ day of _____, 2026.

Unofficial Witness

Notary Public
My Commission Expires: _____

**(NOTARY SEAL)**

**GRANTEE:**
City of Griffin, Georgia, a political subdivision of the State of Georgia

By: _____
Name: _____
Title: _____
Date: _____

Attest:

Jennifer Freeman, Secretary

Approved as to Form:
Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

---

**Exhibit A**
Utility Easement Exhibit prepared by Scanlon Engineering Services, Inc.
Project No. S260422400
Sheet 694B
Dated September 8, 2026
(Attach the full survey drawing)

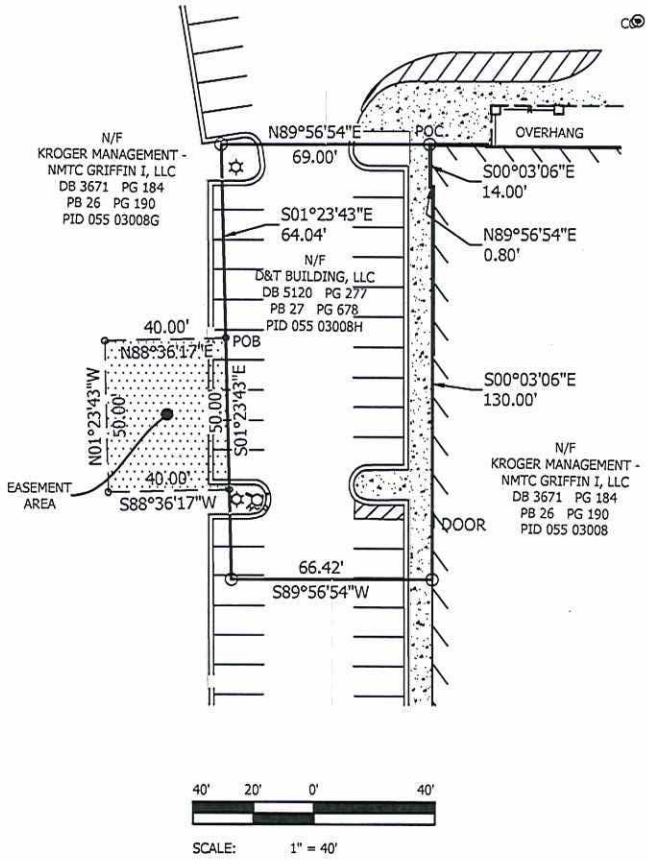
### LEGAL DESCRIPTION OF THE UTILITY EASEMENT

*All that tract or parcel of land lying and being in Land Lot 111 of the 2nd Land District of Spalding County, City of Griffin, Georgia, and being more particularly described as follows:*

*COMMENCING at the northeast corner of tax parcel 055 03008H, now or formerly owned by D&T Building, LLC, proceed South 89 degrees 56 minutes 54 seconds West a distance of 69.00 feet to a point; THENCE South 01 degrees 23 minutes 43 seconds East a distance of 64.04 feet to a point, said point being the POINT OF BEGINNING.*

*From said POINT OF BEGINNING, THENCE South 01 degrees 23 minutes 43 seconds East a distance of 50.00 feet to a point: THENCE South 88 degrees 36 minutes 17 seconds West a distance of 40.00 feet to a point; THENCE North 01 degrees 23 minutes 43 seconds West a distance of 50.00 feet to a point; THENCE North 88 degrees 36 minutes 17 seconds East a distance of 40.00 feet to a point, said point being the POINT OF BEGINNING.*

*Said easement containing 2,000 square feet or 0.046 acres.*







SES
ENGINEERING
PLANNING
SURVEYING

"THIS DRAWING IS THE PROPERTY OF SCANLON ENGINEERING SERVICES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN, AND IS NOT TO BE USED ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT, OR REPRODUCED IN WHOLE OR IN PART, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION."

SCANLON ENGINEERING SERVICES, INC.
221 EAST BANK STREET
GRIFFIN, GEORGIA 30223
PHONE: (678) 967-2051 www.scanloneng.com
LSF 000859

| Rev. | Description | Date |
|---|---|---|
| 1 | --- | --- |
| 2 | --- | --- |
| 3 | --- | --- |

| Project #: | Date: | Scale: | Drawn by: |
|---|---|---|---|
| S260422400 | 09/08/2026 | 1" = 40' | JMW |

UTILITY EASEMENT EXHIBIT
TAX PARCEL 055 03008G
THE KROGER COMPANY, D&T BUILDING, LLC

LOCATED IN LAND LOT 111, 2ND DISTRICT,
CITY OF GRIFFIN, SPALDING COUNTY, GEORGIA

GEORGIA PROFESSIONAL ENGINEER NO. 3595 9/8/2026 LAND SURVEYOR JEFFERY M. WILLIS
For The Firm
Scanlon Engineering Services, Inc.

SHEET DESCRIPTION
EASEMENT EXHIBIT
SHEET NUMBER
694B

Z:\SES Projects\Misc Surveying_042\Lush Nail Salon - Kroger Griffin_S260422400\AutoCAD_Project Number\survey\Dwg\1524 GA Hwy 16 - To Send To Client - BASE FOR JEFF.dwgTuesday, September 8, 2026 11:08:41 AM

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider an amendment to the Statement of Work No. 2 from KCI Technologies under Master Services Agreement for the Shoal Creek WPCP Expansion Design Engineering in the amount of $11,500.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

### SPECIAL CONSIDERATIONS OR CONCERNS:

The statement of work previously approved by the BOC on April 23, 2024 is amended by this agreement to include changes in scope including: Permitting coordination and technical support for the City's appeal of the Georgia Soil and Water Conservation Commission (GSWCC)'s revised detention pond requirements for sediment storage.

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

The increase in engineering fees will be covered by the Owner's Allowance under the approved CMAR contract with Crowder. The 2025 Sewer Bonds Series is funding this cost.

**Submitted By:**
Brandon Lewis

**Meeting Date:**
10/11/2026

**Reviewed By:**
Jennifer Freeman

ATTACHMENTS:
Amendment 2 2026-08-07.pdf

**AMENDMENT 2**
**TO STATEMENT OF WORK No. 2 (Rev. 2)**

**KCI Project No. 00004285_00001 formerly 962306595.2302**

THIS AMENDMENT 1 TO STATEMENT OF WORK NO. 2 (Rev. 2) ("**Amendment**") is entered into as of the date of last signature ("**Effective Date**") by and between KCI Technologies, Inc. ("**KCI**") and City of Griffin ("**Client**"), hereinafter referred to jointly as the "**Parties**" or singularly as the "**Party**".

**1.** **Amendments to the Agreement**. The following sections of the Statement of Work No. 2 (Rev. 2), effective April 23, 2024, between the Parties ("**Agreement**") are hereby amended by mutual agreement of the Parties as of the Effective Date:

a. Section A (Scope of Services) of the Agreement is amended by adding the following Additional Services:

These Additional Services are outside the original scope and are necessary to provide permitting coordination and technical support for the City's appeal of the Georgia Soil and Water Conservation Commission (GSWCC)'s revised detention pond requirements for sediment storage. They also include the effort required to satisfy permitting requirements, obtain the permit, and keep the project on schedule.

- Review and evaluate GSWCC review comments related to the Land Disturbance Permit application.
- Revise stormwater and detention design to address updated GSWCC sediment storage requirements.
- Update supporting calculations, exhibits, and permit application documents.
- Prepare responses to agency comments and coordinate with GSWCC, the City, and the project team.
- Provide engineering support for the City's appeal of the revised detention requirements, including preparation of supporting documentation and meeting coordination.
- Revise construction documents as necessary to incorporate the approved detention modifications.

b. Project Schedule of the Agreement is amended to include the following schedule for the Additional Services added by this Amendment:

No change in Project Schedule.

c. Fees and Payments of the Agreement is amended to include the following fee for the Additional Services added by this Amendment:

Compensation for the Additional Services is a lump sum amount of **$11,500,** to be invoiced monthly based on percent complete.

**2.** **Definitions**. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

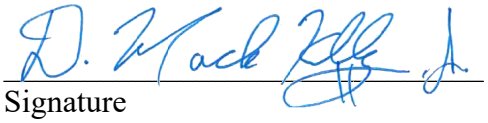
**3.** **Agreement Remains in Effect**. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the Effective Date\, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import will mean and be a reference to the Agreement as amended by this Amendment.

**4.** **Counterparts**. This Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one and the same agreement, and it will not be necessary in making proof of this Amendment to produce or account for more than one such fully executed counterpart. Electronic signatures shall be deemed an original signed writing for all purposes hereof and that either Party may produce such copies or electronic signatures, without the need to produce original, hand-written signatures, to prove the existence of this Amendment in any proceeding brought hereunder.

**(Remainder of page left intentionally blank.)**

IN WITNESS WHEREOF, the Parties have caused this Amendment to be duly executed. Each Party warrants and represents that its respective signatories are duly authorized to execute this Amendment.

**KCI:**
KCI Technologies, Inc.
BY:



Signature

D. Mack Kelly, Jr.
Name

W/WW Practice Leader
Title

August 7, 2026
Date

**CLIENT**:
City of Griffin
BY:

_____
Signature

_____
Name

_____
Title

_____
Date

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider a contract for the Potato Creek Sewer Rehabilitation from Gulf Coast Underground, LLC., best responsive bidder, in the amount of $1,597,971.15. *Director of Water and Wastewater, Brandon Lewis, will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

Gulf Coast Underground will perform sewer system rehabilitation work including 6,865 linear feet of cured-in-place pipe lining of existing gravity sewer mains. The project also includes repair to approximately 177 sewer service laterals and 263 vertical feet of manhole rehabilitation. The purpose of this rehab work is to prevent the Inflow and Infiltration of rain water into the sewer system and to prevent sewer overflows relating to that Inflow and Infiltration.

This project will mitigate risk of non compliant conditions for our Potato Creek MPDS Permit.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

This project will be fully funded by the 2025 Series Combined Public Utility Bond.

**Submitted By:**
Brandon Lewis

**Meeting Date:**
10/11/2026

**Reviewed By:**
Jennifer Freeman

ATTACHMENTS:
Potato Creek Sewer Rehabilitation_Agreement Gulf Coast Underground Final.pdf
Potato Creek Sewer Rehabilitation_Bid Results Summary.pdf

# AGREEMENT
# BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between CITY OF GRIFFIN ("Owner") and Gulf Coast Underground, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

## ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This sewer system rehabilitation project includes approximately 6,865 linear feet of cured-in-place pipe (CIPP) lining of existing gravity sewer mainlines composed of vitrified clay, concrete, and HDPE pipe. The project also includes repairs to approximately 177 service laterals located within the rights of way and/or existing utility easements. Manhole rehabilitation encompasses approximately 263 vertical feet of lining within predominantly brick manholes, ranging from full manhole lining to localized repairs, grouting, and rehabilitation of benches and inverts. This work is intended to reduce infiltration and inflow, restore structural integrity, and extend the service life of the existing wastewater collection system.

## ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**CITY OF GRIFFIN**
**POTATO CREEK SEWER REHABILITATION**
**BID #27-004**

2.02 The Project has been designed by LJA Engineering, Inc. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run.

~~3.03 *Liquidated Damages*~~

~~A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 3.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500.00 for each day that expires after the time specified in Paragraph 3.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.~~

3.04 *Special Damages*

A. ~~In addition to the amount provided for Liquidated Damages,~~ Contractor shall pay Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed by Owner relative to the Work for each day that expires after the days specified in Paragraph 3.02.A for Substantial Completion (adjusted for changes thereof, if any, made in accordance with the General Conditions) until the Work is substantially complete.

**ARTICLE 4 – CONTRACT PRICE**

4.01 *Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A below:*

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

SUM OF ALL UNIT PRICES AS STATED IN CONTRACTOR' SBID:

ONE MILLION FIVE HUNDRED NINETY-SEVEN THOUSAND NINE HUNDRED SEVENTY-ONE & 15/100

$1,597,971.15

(words & figures)

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03B of the General Conditions.

## ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. Retainage shall be withheld to not exceed 50% of the contract price.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

    a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and

    b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

5.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 6 – INTEREST

6.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest equal to the Current Market Rate for ninety (90) day certificates of deposit at Wells Fargo Bank, N.A. in Atlanta, Georgia as of the effective date of this Agreement.

## ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 7.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages AG-1 to AG-8, inclusive).
2. Contractor's Bid (pages BF-1 to BF-6, inclusive and Exhibit A).
3. Payment bond (pages Exhibit B-1 to Exhibit B-3, inclusive).
4. Performance bond (pages Exhibit C-1 to Exhibit C-3, inclusive).
5. General Conditions (pages 1 to 65, inclusive).
6. Supplementary Conditions (pages 1 to 7, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings consisting of 15 sheets with each sheet bearing the following general title: CITY OF GRIFFIN POTATO CREEK BASIN REHABILIITATION PROJECT PHASE 1
9. Addenda (numbers 1 to 1, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Other exhibits to this Agreement marked EXHIBIT D, EXHIBIT E and EXHIBIT F.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Work Change Directives.
    b. Change Orders.

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on November 10, 2026 (which is the Effective Date of the Agreement).

OWNER:

CITY OF GRIFFIN

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

100 SOUTH HILL STREET

GRIFFIN, GA 30223

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

Gulf Coast Underground, LLC

By: _____

Title: Spencer Tuell, President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Denise Davis

Title: Contracts manager

Address for giving notices:

5655 Middle Road

Theodore, AL 36582

License No.: UC302410

(if applicable)

Agent for service of process:

Approved as to form:

Andrew J. Whalen, III

Andrew J. Whalen, III
City Attorney

# BID FORM

Project Identification:

CITY OF GRIFFIN
POTATO CREEK SEWER REHABILITATION

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

CITY OF GRIFFIN
100 SOUTH HILL STREET
GRIFFIN, GA 30223

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 The bid tabulation consists of unit prices for completion of Project and shall include all necessary material, plus cost for delivery, installation, insurance, overhead, profit and applicable taxes.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied all Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

| Addendum No. | Addendum Date |
|---|---|
| 1 | 10/2/26 |
| | |
| | |
| | |
| | |

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; (3) Bidder's safety precautions and programs; and (4) Bidder's submittal requirements.

F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

## ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

$ 10601165.05 (TOTAL CONSTRUCTION amount shown on Bid Tabulation)

$ 5378010.10 (ADD ALTERNATE A TOTAL CONSTRUCTION amount shown on Bid Tabulation)

$ 888439.00 (ADD ALTERNATE B TOTAL CONSTRUCTION amount shown on Bid Tabulation)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

## ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond, Certified Check, Cashier's Check or Cash;

1. Bidders who submit Bid Security in the form of a Certified check, Cashier's Check, or Cash are bound by the "Terms of Bid Bond" as if submitted on the attached "Bid Bond" form.

B. GA Utility Contractor No.: UC302410

C. Required Bidder Qualification Statement with Supporting Data

## ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Gulf Coast Underground, LLC (SEAL)

State of Incorporation: Alabama
Type (General Business, Professional, Service, Limited Liability): LLC

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Robert Lindley

Title: Vice President
(CORPORATE SEAL)

Attest Denise Davis

Date of Qualification to do business in Georgia is 2/4/2025

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Primary Contact Person Denise Davis

Secondary Contact Person Robert Lindley

Bidder's Business Address 5655 Middle Rd Theodore, AL 36582

Phone No. 251-725-0200 Fax No. 866-471-2753

E-mail ddavis@gogcu.com

SUBMITTED on October 8, 2026.

GA Utility Contractor License No. UC302410

## CONSTRUCTION PAYMENT BOND

Bond no. PRF9489496

**(This form must be used as Construction Payment Bond Form)**

CONTRACTOR *(name and address)*:

GULF COAST UNDERGROUND, LLC
5655 MIDDLE ROAD
THEODORE, AL 36582

SURETY *(name and address of principal place of business)*:

Fidelity and Deposit Company of Maryland
5655 Middle Road
Theodore, AL 36582

OWNER:

CITY OF GRIFFIN
100 SOUTH HILL STREET
GRIFFIN, GA 30223

CONSTRUCTION CONTRACT

Effective Date of the Agreement: November 10, 2026
Amount: One Million Five Hundred Ninety Seven Thousand Nine Hundred Seventy One and 15/100 ($1,597,971.15)
Description:

CITY OF GRIFFIN
POTATO CREEK SEWER REHABILITATION
BOND

Bond Number: PRF9489496
Date: October 22, 2026
Amount: ***(110% of Contract Amount)***
Modifications to this Bond Form: ☐ None ☒ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Gulf Coast Underground, LLC *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Spencer Tuell
Print Name

President
Title

Attest: Denise Davis
Signature

Contracts Manager
Title

**SURETY**

Fidelity and Deposit Company of Maryland *(seal)*
Surety's Name and Corporate Seal

By: O. M. Otts IV
Signature *(attach power of attorney)*

O. M. Otts, IV
Print Name

Attorney-in-fact
Title

Attest: Regan Howard
Signature

CSM
Title

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**BOND SHALL BE 110% OF CONTRACT AMOUNT**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 24th day of October, A.D. 2023.

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of October, 2026.










MJ Pethick

By: Mary Jean Pethick
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

# Exhibit "C"

## CONSTRUCTION PERFORMANCE BOND

Bond no. PRF9489496

**(This form must be used as Construction Payment Bond Form)**

CONTRACTOR *(name and address)*:
GULF COAST UNDERGROUND, LLC
5655 MIDDLE ROAD
THEODORE, AL 36582

SURETY *(name and address of principal place of business)*:
Fidelity and Deposit Company of Maryland
5655 Middle Road
Theodore, AL 36582

OWNER:
CITY OF GRIFFIN
100 SOUTH HILL STREET
GRIFFIN, GA 30223

CONSTRUCTION CONTRACT
Effective Date of the Agreement: November 10, 2026
Amount: One Million Five Hundred Ninety Seven Thousand Nine Hundred Seventy One and 15/100 ($1,597,971.15)
Description:

CITY OF GRIFFIN
POTATO CREEK SEWER REHABILITATION
BOND
Bond Number: PRF9489496
Date: October 22, 2026
Amount: ***(110% of Contract Amount)***
Modifications to this Bond Form: ☐ None ☒ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Gulf Coast Underground, LLC *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Spencer Tuell
Print Name

President
Title

Attest: Denise Davis
Signature

Contracts manager
Title

**SURETY**

Fidelity and Deposit Company of Maryland *(seal)*
Surety's Name and Corporate Seal

By: O. M. Otts IV
Signature *(attach power of attorney)*

O. M. Otts, IV
Print Name

Attorney-in-fact
Title

Attest: Regan Howard
Signature

CSM
Title

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

**BOND SHALL BE 110% OF CONTRACT AMOUNT**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.




**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Robert D. Murray*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Maison*

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025




**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of October, 2026.










MJ Pethick

By: Mary Jean Pethick
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America — Skill Responsibility Integrity

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
*A Practice Division of the*
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CSI

CONSTRUCTION SPECIFICATIONS INSTITUTE


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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.


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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.


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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.


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41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order


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following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.


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2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.


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2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.


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## ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable


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Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.


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B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:


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1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.


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C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;


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b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.


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B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a


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result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.


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C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor’s Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers’ compensation, disability benefits, and other similar employee benefit acts;


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2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and


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6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

~~5.06 *Property Insurance*~~

A. ~~Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~

   1. ~~include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;~~

   2. ~~be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.~~

   3. ~~include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);~~

   4. ~~cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;~~

   5. ~~allow for partial utilization of the Work by Owner;~~

   6. ~~include testing and startup; and~~

   7. ~~be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.~~


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B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.


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B. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:~~

1. ~~loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~

2. ~~loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.~~

C. ~~Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.~~

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure


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to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.


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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and


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3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:


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a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing


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or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

   1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

   2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.


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6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and


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Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.


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D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the


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Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*


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a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the


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Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;


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4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.


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B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and


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other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.


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8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.


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8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

## ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.


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9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.


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B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.


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## ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.


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10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the


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Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.


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c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.


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4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to


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the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:


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1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or


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interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;


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2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.


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13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and


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replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees,


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Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.


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B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

    c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

    b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work, or

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

    d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or


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e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.


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3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.


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14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:


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a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have


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been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:


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1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;


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3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or


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2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.


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## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

### Defined Terms

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

S.C.-2.01 **Delivery of Bonds and Evidence of Insurance:**

Delete paragraph and caption of paragraph 2.01 of the General Conditions in its entirety and insert the following in its place:

**Delivery of Bonds and Certifications of Insurance:**

2.01 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and Certifications of Insurance as CONTRACTOR may be required to furnish in accordance with paragraphs 5.01 and 5.04.

S.C.-2.02 **Copies of Documents:**

Delete paragraph 2.02 of the General Conditions in its entirety and insert the following in its place:

2.02 OWNER shall furnish to CONTRACTOR up to six copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the ENGINEER's cost of reproduction.

S.C.-2.03 **Commencement of Contract Times; Notice to Proceed:**

Amend the last sentence of paragraph 2.03 of the General Conditions by striking out the word "sixtieth" and adding the words "ninetieth" and as so amended paragraph 2.03 remains in effect.

S.C.-2.05 **Before Starting Construction:**

Add a new paragraph immediately after paragraph 2.05A of the General Conditions which is to read as follows:

2.05A.1 Before any work at the site is started which is governed by the Rules and Regulations of the Construction Industry Licensing Board of Georgia (O.C.G.A. 43-14 & 121-2), CONTRACTOR shall inform himself of those rules and regulations and qualifications for licensure, and if requested, shall deliver proof of compliance to the OWNER and ENGINEER.

S.C.-3.01 **Intent:**

Add a new paragraph immediately after paragraph 3.01A of the General Conditions which is to read as follows:

3.01A.1 The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the ENGINEER will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of Work and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

S.C.-4.01 **Availability of Lands:**

Add the following paragraph immediately after paragraph 4.01A of the General Conditions which is to read as follows:

4.01A.1 The OWNER has endeavored to obtain all lands, rights-of-way and easements as indicated in the Contract Documents; however, delays obtaining such lands may occur. If the OWNER is unable to obtain lands as indicated in the Contract Documents, the OWNER will notify the CONTRACTOR of those lands which are differing from those indicated in the Contract Documents, and will inform the CONTRACTOR of those areas where lands are available.

4.01A.2 The Engineer has applied for all known applicable permits relating to this project. It is not anticipated that any delays will result as a result of not obtaining any permit relating to the Work; however, Contractor should note that some limited portion of the land may not be available and should be prepared to make modifications to the project work sequencing if delays to the permit process occur. Engineer will inform Contractor immediately upon notification of these delays.

S.C.-5.01 **Performance, Payment and Other Bonds**:

Change the first sentence of paragraph 5.01A of the General Conditions by deleting the words "amount at least equal to" and substituting the words "amount at least equal to **110 percent of**"; and
Change the second sentence of paragraph 5.01A of the General Conditions (which begins with "These Bonds") by deleting the words "one year" and substituting "two years", and as amended, paragraph 5.01A remains in effect.

S.C.-5.04 **Liability Insurance Requirements**:

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

5.04A.1 and 5.4A.2 Workers' Compensation, etc. under paragraphs 5.04A.1 and 5.04A.2 of the General Conditions:

| | | |
|---|---|---|
| (1) | State: | Statutory |
| (2) | Applicable Federal (e.g. Longshoreman's): | Statutory |
| (3) | Employer's Liability: | $1,000,000 per occurrence<br>$1,000,000 per person |

5.04A.3, 5.04A.4 and 5.04A.5. Contractor's Liability Insurance under paragraphs 5.04A.3 through 5.04A.5 of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

| | | |
|---|---|---|
| (1) | General Aggregate (Except Produces -- Completed Operations | $1,000,000 |
| (2) | Products -- Completed Operations Aggregate | $1,000,000 |
| (3) | Personnel and Advertising Injury (Per Person/Organization) | $1,000,000 |
| (4) | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |
| (5) | Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable. | |
| (6) | Excess Liability | |
| | General Aggregate | $3,000,000 |
| | Each Occurrence | $1,000,000 |

5.04A.6 Automobile Liability:

(1) Bodily Injury:

| | |
|---|---|
| $1,000,000 | Each Person |
| $1,000,000 | Each Accident |

Property Damage:

| | |
|---|---|
| $1,000,000 | Each Accident |

or

(2) Combined Single Limit (Bodily Injury and Property Damage):

| | |
|---|---|
| $1,000,000 | Each Accident |

S.C.-5.04B Contractual Endorsement

The Contractual Liability coverage required by paragraph 5.04B.4 of the General Conditions shall provide coverage for not less than the following amounts:

| | | |
|---|---|---|
| (1) | General Aggregate | $1,000,000 |
| (2) | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |

S.C.-5.04B.1 Additional Insureds

Additional insureds on all insurance shall be listed as follows: City of Griffin, City of Griffin Public Works and Utilities; LJA Engineering, Inc.

Additional insured on all insurance shall be notified directly in writing by insurance provider a minimum of 45 days prior to any change or potential cancellation in policy. Insurance carrier shall acknowledge this requirement in writing to Engineer prior to issuance of Notice to Proceed.

S.C.-6.02 **Labor; Working Hours:**

Add the following language at the end of the last sentence of paragraph 6.02B of the General Conditions:

This written consent given after prior written notice to ENGINEER, relates to having access to the work at all times, in advance of when it is in progress. Any Work performed by the CONTRACTOR after regular working hours, on Sundays or Legal Holidays shall be performed without additional expense to the OWNER.

S.C.-6.06 **Concerning Subcontractors, Suppliers, and Others**

Add the following 2 paragraphs after paragraph 6.06B:

6.06B.1 Within five (5) days after Bid opening, apparent successful Bidder and any other Bidder so requested, shall submit to Owner a list revealing identity of all Subcontractors, suppliers and any other persons and organizations (including those who furnish the principal items of material and equipment). Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, supplies, person or organization if requested by Owner. Owner or Engineer, who after due investigation, has reasonable objection to any proposed Subcontractor or supplier or other person or organization, may before Notice to Award is given, request apparent successful Bidder to submit an acceptable substitute, in which case apparent successful Bidder shall submit an acceptable substitute, that Bidder's price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and make the contract award.

6.06B.2 If the apparent successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of Notice of Award will be deemed acceptable to Owner and Engineer, subject to revocation of such acceptance after the effective date of the Agreement.

S.C.-6.09 **Laws and Regulations:**

Add a new paragraph immediately after paragraph 6.09C of the General Conditions which is to read as follows:

6.09D CONTRACTOR shall perform those duties as they relate to Section 36-82-104 of the Official Code of Georgia Annotated, and shall file the Notice of Commencement, and Notice to Contractor. CONTRACTOR shall provide OWNER and ENGINEER with proof of having performed these duties before any progress payments or final payment shall be considered due and payable to the CONTRACTOR.

S.C. 12.04 – 12.07 **Change of Contract Price; Change of Contract Time**

Add the following Subparagraphs after Subparagraph 12.03 of the General Conditions:

12.04 In the event the Contractor shall be delinquent in respect to compliance with the time limits established in the construction progress schedule (not due to any of the causes indicated in Paragraph 12.03 and 12.05), he shall, within seven days after receipt of written demand of the Owner, COMMENCE WORKING NOT LESS THAN A

TWELVE-HOUR DAY AND NOT LESS THAN SIX DAYS A WEEK UNTIL SUCH TIME AS HE SHALL HAVE BROUGHT THE AMOUNT OF WORK IN PLACE INTO COMPLIANCE WITH THE CONSTRUCTION PROGRESS SCHEDULE. Fulfillment of this requirement as to overtime work (hereinafter referred to as "recovery of lost time required of the Contractor for his breach of the covenant as to time) shall not relieve the Contractor from liability for breach of the covenant as to time (See Article 3 (Contract Times) of The Agreement Between Owner and Contractor (AG-1). For account of recovery of lost time required of the Contractor for his breach of the covenant as to time, the Contractor shall be entitled to no claim against the Owner for any payment, repayment, reimbursement, remittance, remuneration, compensation, profit, cost, overhead, expense, loss expenditure, allowance, charge, demand, hire, wages, salary, tax, cash, assessment, price, money, bill, statement, dues, recovery, restitution, benefit, recoupment, exaction, injury or damages.

12.05 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time called for in the Contract Documents. It is expressly understood and agreed that the Contractor has considered all contingencies and factors affecting his ability to perform all the work within this time, including among others, delays caused by bad weather (as detailed in 12.09 below) and other possible delays caused by the industrial conditions prevailing in this locality, and after consideration of these factors, he had made an allowance for such factors before agreeing to completion date specified in the Contract Documents, and does further agree that all things considered, such completion date is a reasonable time for completion of all Work to be performed hereunder, without the need for any extension of time for any reason.

12.06 Completion time will not be extended for normal bad weather. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

| | | |
|---|---|---|
| Jan. 10 days | May 8 days | Sep. 7 days |
| Feb. 9 days | June 8 days | Oct. 6 days |
| Mar. 9 days | July 11 days | Nov. 7 days |
| Apr. 8 days | Aug. 9 days | Dec. 8 days |

Also, the Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded .10 inch and/or the average temperature failed to exceed 40 degrees F., averaged from the University of Georgia Experiment Station Griffin Campus weather station in Griffin, Georgia. This is the same source of data used to determine normal weather losses. If the total accumulated number of calendar days lost to weather, from the start of work until the completion of project exceeds that total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days

lost. Request for extension in contract time shall be done as specified in change order request procedures.

12.07 No change in Contract Sum will be authorized because of adjustments of Contract Time due to Owner's acceptance of Contract Claims for adjustments to Time due to abnormal weather conditions.

S.C.-13.07 **Correction Period:**

Change the first line of paragraph 13.07A from "If within one year after the date of Substantial" to read as follows: "If within two years after the date of Substantial", and as amended paragraph 13.07A remains in effect.

S.C.-14.02 **Progress Payments:**

Amend the third word of the first sentence in paragraph 14.02A.1 of the General Conditions by striking out the word "20" and adding the word "thirty" and as so amended paragraph 14.02A.1 remains in effect.

The submittal schedule for payment shall be as follows:

1. Contractor submits individual pay request for each project on the 10th of the current month for work previously done and not invoiced. However, if the 10th of the current month falls on a Friday, Saturday or Sunday, the Contractor shall submit the pay request on the following Monday.
2. Engineer reviews and, if approved, sends recommendation for payment to the Owner. If pay request requires revisions by the Contractor, Contractor must revise and resubmit.
3. Owner pays pay request (either as recommended by Engineer or revised) to contractor within 15 days of receipt.

Delete section 14.02.C1 of the General Conditions in its entirety and insert the following in its place:

1. Within 30 days of receipt of pay request that is <u>approved</u> by Engineer, Owner shall make payment to Contractor.
2. If Engineer rejects pay request as inaccurate or lacking documentation, the payment schedule will reset at the time Contractor resubmits the revised pay request.

S.C.-16.01 **Methods and Procedures**

Delete paragraph 16.01C.3 of the General Conditions in its entirety and insert the following in its place:

gives written notice to the other party of their intent to submit the Claim to the Superior Court of Spalding County, Georgia.

# CITY OF GRIFFIN
# POTATO CREEK SEWER REHABILITATION

## BID # 27-004

GRIFFIN, GEORGIA

*PROJECT MANUAL AND SPECIFICATIONS*

*BOOK 2 – ADMINISTRATIVE AND TECHNICAL SPECIFICATIONS*

*Prepared for*

**CITY OF GRIFFIN**

September 2026

Project No. GAGR3152-26073

350 AIRPORT ROAD
Griffin, Georgia 30224
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.


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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.


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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.


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41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order


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following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.


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2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.


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2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.


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## ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable


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Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.


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B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:


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1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.


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C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;


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b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.


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B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a


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result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.


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C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor’s Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers’ compensation, disability benefits, and other similar employee benefit acts;


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2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and


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6. include completed operations coverage:

    a. Such insurance shall remain in effect for two years after final payment.

    b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

    1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

    2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

    3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

    4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

    5. allow for partial utilization of the Work by Owner;

    6. include testing and startup; and

    7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.


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B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.


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B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure


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to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.


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B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and


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3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:


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a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing


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or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

   1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

   2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.


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6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and


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Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.


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D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the


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Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*


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a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the


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Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;


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4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.


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B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and


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other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.


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8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.


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8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

## ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.


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9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.


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B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.


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## ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.


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10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the


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Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.


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c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.


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4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to


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the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:


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1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or


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interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;


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2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.


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13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and


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replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees,


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Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.


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B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

    c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

    b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work, or

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

    d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or


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e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

   d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

   a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set-off against the amount recommended; or

   d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.


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3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.


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14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:


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a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have


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been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:


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1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;


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3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or


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2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.


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## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

### Defined Terms

The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

S.C.-2.01 **Delivery of Bonds and Evidence of Insurance:**

Delete paragraph and caption of paragraph 2.01 of the General Conditions in its entirety and insert the following in its place:

**Delivery of Bonds and Certifications of Insurance:**

2.01 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds and Certifications of Insurance as CONTRACTOR may be required to furnish in accordance with paragraphs 5.01 and 5.04.

S.C.-2.02 **Copies of Documents:**

Delete paragraph 2.02 of the General Conditions in its entirety and insert the following in its place:

2.02 OWNER shall furnish to CONTRACTOR up to six copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the ENGINEER's cost of reproduction.

S.C.-2.03 **Commencement of Contract Times; Notice to Proceed:**

Amend the last sentence of paragraph 2.03 of the General Conditions by striking out the word "sixtieth" and adding the words "ninetieth" and as so amended paragraph 2.03 remains in effect.

S.C.-2.05 **Before Starting Construction:**

Add a new paragraph immediately after paragraph 2.05A of the General Conditions which is to read as follows:

2.05A.1 Before any work at the site is started which is governed by the Rules and Regulations of the Construction Industry Licensing Board of Georgia (O.C.G.A. 43-14 & 121-2), CONTRACTOR shall inform himself of those rules and regulations and qualifications for licensure, and if requested, shall deliver proof of compliance to the OWNER and ENGINEER.

S.C.-3.01 **Intent:**

Add a new paragraph immediately after paragraph 3.01A of the General Conditions which is to read as follows:

3.01A.1 The Drawings are intended to conform and agree with the Specifications; if, however, discrepancies occur, the ENGINEER will decide which shall govern. Special specifications stated on the Drawings govern that particular piece of Work and have equal weight and importance as the printed specifications. In the event of any discrepancies between the Drawings and the figures written thereon, the figures are to be taken as correct.

S.C.-4.01 **Availability of Lands:**

Add the following paragraph immediately after paragraph 4.01A of the General Conditions which is to read as follows:

4.01A.1 The OWNER has endeavored to obtain all lands, rights-of-way and easements as indicated in the Contract Documents; however, delays obtaining such lands may occur. If the OWNER is unable to obtain lands as indicated in the Contract Documents, the OWNER will notify the CONTRACTOR of those lands which are differing from those indicated in the Contract Documents, and will inform the CONTRACTOR of those areas where lands are available.

4.01A.2 The Engineer has applied for all known applicable permits relating to this project. It is not anticipated that any delays will result as a result of not obtaining any permit relating to the Work; however, Contractor should note that some limited portion of the land may not be available and should be prepared to make modifications to the project work sequencing if delays to the permit process occur. Engineer will inform Contractor immediately upon notification of these delays.

S.C.-5.01 **Performance, Payment and Other Bonds**:

Change the first sentence of paragraph 5.01A of the General Conditions by deleting the words "amount at least equal to" and substituting the words "amount at least equal to **110 percent of**"; and
Change the second sentence of paragraph 5.01A of the General Conditions (which begins with "These Bonds") by deleting the words "one year" and substituting "two years", and as amended, paragraph 5.01A remains in effect.

S.C.-5.04 **Liability Insurance Requirements**:

The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide the following coverages for not less than the following amounts or greater where required by Laws and Regulations:

5.04A.1 and 5.4A.2 Workers' Compensation, etc. under paragraphs 5.04A.1 and 5.04A.2 of the General Conditions:

| | | |
|---|---|---|
| (1) | State: | Statutory |
| (2) | Applicable Federal (e.g. Longshoreman's): | Statutory |
| (3) | Employer's Liability: | $1,000,000 per occurrence<br>$1,000,000 per person |

5.04A.3, 5.04A.4 and 5.04A.5. Contractor's Liability Insurance under paragraphs 5.04A.3 through 5.04A.5 of the General Conditions which shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

| | | |
|---|---|---|
| (1) | General Aggregate (Except Produces -- Completed Operations | $1,000,000 |
| (2) | Products -- Completed Operations Aggregate | $1,000,000 |
| (3) | Personnel and Advertising Injury (Per Person/Organization) | $1,000,000 |
| (4) | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |
| (5) | Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable. | |
| (6) | Excess Liability | |
| | General Aggregate | $3,000,000 |
| | Each Occurrence | $1,000,000 |

5.04A.6 Automobile Liability:

(1) Bodily Injury:

| | |
|---|---|
| $1,000,000 | Each Person |
| $1,000,000 | Each Accident |

Property Damage:

| | |
|---|---|
| $1,000,000 | Each Accident |

or

(2) Combined Single Limit (Bodily Injury and Property Damage):

| | |
|---|---|
| $1,000,000 | Each Accident |

S.C.-5.04B Contractual Endorsement

The Contractual Liability coverage required by paragraph 5.04B.4 of the General Conditions shall provide coverage for not less than the following amounts:

| | | |
|---|---|---|
| (1) | General Aggregate | $1,000,000 |
| (2) | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |

S.C.-5.04B.1 Additional Insureds

Additional insureds on all insurance shall be listed as follows: City of Griffin, City of Griffin Public Works and Utilities; LJA Engineering, Inc.

Additional insured on all insurance shall be notified directly in writing by insurance provider a minimum of 45 days prior to any change or potential cancellation in policy. Insurance carrier shall acknowledge this requirement in writing to Engineer prior to issuance of Notice to Proceed.

S.C.-6.02 **Labor; Working Hours:**

Add the following language at the end of the last sentence of paragraph 6.02B of the General Conditions:

This written consent given after prior written notice to ENGINEER, relates to having access to the work at all times, in advance of when it is in progress. Any Work performed by the CONTRACTOR after regular working hours, on Sundays or Legal Holidays shall be performed without additional expense to the OWNER.

S.C.-6.06 **Concerning Subcontractors, Suppliers, and Others**

Add the following 2 paragraphs after paragraph 6.06B:

6.06B.1 Within five (5) days after Bid opening, apparent successful Bidder and any other Bidder so requested, shall submit to Owner a list revealing identity of all Subcontractors, suppliers and any other persons and organizations (including those who furnish the principal items of material and equipment). Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each such Subcontractor, supplies, person or organization if requested by Owner. Owner or Engineer, who after due investigation, has reasonable objection to any proposed Subcontractor or supplier or other person or organization, may before Notice to Award is given, request apparent successful Bidder to submit an acceptable substitute, in which case apparent successful Bidder shall submit an acceptable substitute, that Bidder's price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and make the contract award.

6.06B.2 If the apparent successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of Notice of Award will be deemed acceptable to Owner and Engineer, subject to revocation of such acceptance after the effective date of the Agreement.

S.C.-6.09 **Laws and Regulations:**

Add a new paragraph immediately after paragraph 6.09C of the General Conditions which is to read as follows:

6.09D CONTRACTOR shall perform those duties as they relate to Section 36-82-104 of the Official Code of Georgia Annotated, and shall file the Notice of Commencement, and Notice to Contractor. CONTRACTOR shall provide OWNER and ENGINEER with proof of having performed these duties before any progress payments or final payment shall be considered due and payable to the CONTRACTOR.

S.C. 12.04 – 12.07 **Change of Contract Price; Change of Contract Time**

Add the following Subparagraphs after Subparagraph 12.03 of the General Conditions:

12.04 In the event the Contractor shall be delinquent in respect to compliance with the time limits established in the construction progress schedule (not due to any of the causes indicated in Paragraph 12.03 and 12.05), he shall, within seven days after receipt of written demand of the Owner, COMMENCE WORKING NOT LESS THAN A

TWELVE-HOUR DAY AND NOT LESS THAN SIX DAYS A WEEK UNTIL SUCH TIME AS HE SHALL HAVE BROUGHT THE AMOUNT OF WORK IN PLACE INTO COMPLIANCE WITH THE CONSTRUCTION PROGRESS SCHEDULE. Fulfillment of this requirement as to overtime work (hereinafter referred to as "recovery of lost time required of the Contractor for his breach of the covenant as to time) shall not relieve the Contractor from liability for breach of the covenant as to time (See Article 3 (Contract Times) of The Agreement Between Owner and Contractor (AG-1). For account of recovery of lost time required of the Contractor for his breach of the covenant as to time, the Contractor shall be entitled to no claim against the Owner for any payment, repayment, reimbursement, remittance, remuneration, compensation, profit, cost, overhead, expense, loss expenditure, allowance, charge, demand, hire, wages, salary, tax, cash, assessment, price, money, bill, statement, dues, recovery, restitution, benefit, recoupment, exaction, injury or damages.

12.05 The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time called for in the Contract Documents. It is expressly understood and agreed that the Contractor has considered all contingencies and factors affecting his ability to perform all the work within this time, including among others, delays caused by bad weather (as detailed in 12.09 below) and other possible delays caused by the industrial conditions prevailing in this locality, and after consideration of these factors, he had made an allowance for such factors before agreeing to completion date specified in the Contract Documents, and does further agree that all things considered, such completion date is a reasonable time for completion of all Work to be performed hereunder, without the need for any extension of time for any reason.

12.06 Completion time will not be extended for normal bad weather. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

| | | |
|---|---|---|
| Jan. 10 days | May 8 days | Sep. 7 days |
| Feb. 9 days | June 8 days | Oct. 6 days |
| Mar. 9 days | July 11 days | Nov. 7 days |
| Apr. 8 days | Aug. 9 days | Dec. 8 days |

Also, the Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded .10 inch and/or the average temperature failed to exceed 40 degrees F., averaged from the University of Georgia Experiment Station Griffin Campus weather station in Griffin, Georgia. This is the same source of data used to determine normal weather losses. If the total accumulated number of calendar days lost to weather, from the start of work until the completion of project exceeds that total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days

lost. Request for extension in contract time shall be done as specified in change order request procedures.

12.07 No change in Contract Sum will be authorized because of adjustments of Contract Time due to Owner's acceptance of Contract Claims for adjustments to Time due to abnormal weather conditions.

S.C.-13.07 **Correction Period:**

Change the first line of paragraph 13.07A from "If within one year after the date of Substantial" to read as follows: "If within two years after the date of Substantial", and as amended paragraph 13.07A remains in effect.

S.C.-14.02 **Progress Payments:**

Amend the third word of the first sentence in paragraph 14.02A.1 of the General Conditions by striking out the word "20" and adding the word "thirty" and as so amended paragraph 14.02A.1 remains in effect.

The submittal schedule for payment shall be as follows:

1. Contractor submits individual pay request for each project on the 10th of the current month for work previously done and not invoiced. However, if the 10th of the current month falls on a Friday, Saturday or Sunday, the Contractor shall submit the pay request on the following Monday.
2. Engineer reviews and, if approved, sends recommendation for payment to the Owner. If pay request requires revisions by the Contractor, Contractor must revise and resubmit.
3. Owner pays pay request (either as recommended by Engineer or revised) to contractor within 15 days of receipt.

Delete section 14.02.C1 of the General Conditions in its entirety and insert the following in its place:

1. Within 30 days of receipt of pay request that is <u>approved</u> by Engineer, Owner shall make payment to Contractor.
2. If Engineer rejects pay request as inaccurate or lacking documentation, the payment schedule will reset at the time Contractor resubmits the revised pay request.

S.C.-16.01 **Methods and Procedures**

Delete paragraph 16.01C.3 of the General Conditions in its entirety and insert the following in its place:

gives written notice to the other party of their intent to submit the Claim to the Superior Court of Spalding County, Georgia.

# SECTION 01040 - COORDINATION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Coordination Drawings.
4. Administrative and supervisory personnel.
5. Cleaning and protection.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Field Engineering" specifies procedures for field engineering services, including establishment of benchmarks and control points.
2. Division 1 Section "Project Meetings" for progress meetings, coordination meetings, and preinstallation conferences.
3. Division 1 Section "Submittals" for preparing and submitting the Contractor's Construction Schedule.
4. Division 1 Section "Contract Closeout" for coordinating contract closeout.

### 1.3 COORDINATION

A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.

3. Make provisions to accommodate items scheduled for later installation.

B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings with Owner.
5. Project closeout activities.

D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

## 1.4 SUBMITTALS

A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.

1. Show the relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Comply with requirements contained in Section "Submittals."

B. Staff Names: At commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

3.2 CLEANING AND PROTECTION

A. Clean and protect construction in progress. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.

C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

1. Excessive static or dynamic loading.
2. Excessively high or low temperatures.
3. Thermal shock.
4. Air contamination or pollution.
5. Water or ice.
6. Solvents.
7. Chemicals.
8. Heavy traffic.
9. Soiling, staining, and corrosion
10. Contact between incompatible materials.
11. Destructive testing.
12. Unprotected storage.
13. Theft.
14. Vandalism.

END OF SECTION 01040

# SECTION 01050 - FIELD ENGINEERING

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. General: This Section specifies administrative and procedural requirements for field-engineering services including, but not limited to, the following:

1. Damage surveys.
2. Field layout of culverts and demolition.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 1 Section "Submittals" for submitting Project record surveys.

### 1.3 SUBMITTALS (Not Applicable)

### 1.4 QUALITY ASSURANCE (Not Applicable)

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 EXAMINATION (Not Applicable)

### 3.2 PERFORMANCE (Not Applicable)

END OF SECTION 01050

# SECTION 01100 - SUMMARY OF WORK

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Work consists of:

*This sewer system rehabilitation project includes approximately 6,865 linear feet of cured-in-place pipe (CIPP) lining of existing gravity sewer mainlines composed of vitrified clay, concrete, and HDPE pipe. The project also includes repairs to approximately 177 service laterals. Manhole rehabilitation encompasses approximately 263 vertical feet of lining within predominantly brick manholes, ranging from full manhole lining to localized repairs, grouting, and rehabilitation of benches and inverts. This work is intended to reduce infiltration and inflow, restore structural integrity, and extend the service life of the existing wastewater collection system.*

1. Project Location: City of Griffin, Spalding County, Georgia

   Owner: City of Griffin
   100 South Hill Street
   Griffin, Georgia 30223

B. Contract Documents, September 2026 were prepared for the Project by LJA Engineering, Inc., 350 Airport Road in Griffin, Georgia 30224.

C. The Work will be constructed under a single prime contract, based on available funds.

### 1.3 CONTRACTOR USE OF PREMISES

A. General: During the construction period the Contractor shall have use of the designated construction area but must coordinate construction with City of Griffin Water/Wastewater Director.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01100

# SECTION 01200 - PROJECT MEETINGS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:

1. Preconstruction conferences.
2. Progress meetings.

### 1.3 PRECONSTRUCTION CONFERENCE

A. Schedule a preconstruction conference before starting construction, at a time convenient to the Owner and the Engineer, but no later than 5 days after execution of the Agreement. Hold the conference at the Project Site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

B. Attendees: Authorized representatives of the Owner, Engineer, and their consultants; the Contractor and its superintendent; major subcontractors; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda: Discuss items of significance that could affect progress, including, but not limited to, the following:

1. Tentative construction schedule.
2. Critical work sequencing.
3. Designation of responsible personnel.
4. Procedures for processing field decisions and Change Orders.
5. Procedures for processing Applications for Payment.
6. Distribution of Contract Documents.
7. Submittal of Shop Drawings, Product Data, and Samples.
8. Preparation of record documents.
9. Use of the premises.

10. Parking availability.
11. Office, work, and storage areas.
12. Safety procedures.
13. First aid.
14. Security.
15. Housekeeping.
16. Working hours.

D. Contractor should submit all documentation as described at the converence. *NOTE: No Notice To Proceed will be issued until documentation is submitted as outlined in Section 01200 – Project Meetings and Section 01300 - Submittals.*

1.5 PROGRESS MEETINGS

A. Conduct progress meetings at the Project Site at regular intervals. Notify the Owner and the Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.

B. Attendees: In addition to representatives of the Owner and the Engineer, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.

1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
2. Review the present and future needs of each entity present, including the following:

    a. Time.
    b. Sequences.
    c. Status of submittals.
    d. Deliveries.
    e. Access.
    f. Site utilization.
    g. Hours of work.

h. Hazards and risks.
i. Housekeeping.
j. Quality and work standards.
k. Change Orders.
l. Documentation of information for payment requests.

D. Reporting: No later than 3 days after each meeting, distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

1. Schedule Updating: Revise the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

# SECTION 01250 - MODIFICATION PROCEDURES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.
2. Division 1 Section "Applications for Payment" for administrative procedures governing Applications for Payment.

### 1.3 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: The Engineer will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal requests issued by the Engineer are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
2. Within 2 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Engineer for the Owner's review.
    a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
    b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

B. Contractor-Initiated Proposals: When latent or unforseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Engineer. The submittal of this proposal shall in no way constitute authority to stop work in progress or proceed with proposed modifications.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

C. Proposal Request Form: Use EJCDC Document No. 1910-8-B (1996 Edition) for Change Order Proposal Requests.

**CHANGE ORDER**

No. _____

DATE OF ISSUANCE _____ EFFECTIVE DATE_____

OWNER _____
CONTRACTOR _____
Contract:_____
Project: _____
OWNER's Contract No. _____ ENGINEER's Contract No. _____
ENGINEER _____

You are directed to make the following changes in the Contract Documents:
Description:

Reason for Change Order:

Attachments: (List documents supporting change)

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|---|---|
| Original Contract Price<br>$_____ | Original Contract Times:<br>Substantial Completion:_____<br>Ready for final payment:_____<br>(days or dates) |
| Net Increase (Decrease) from previous Change Orders No. ___ to ___:<br>$_____ | Net change from previous Change Orders No. ___ to No. ___:<br>Substantial Completion: _____<br>Ready for final payment:_____<br>(days) |
| Contract Price prior to this Change Order:<br>$_____ | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for final payment: _____<br>(days or dates) |
| Net increase (decrease) of this Change Order:<br>$_____ | Net increase (decrease) this Change Order:<br>Substantial Completion: _____<br>Ready for final payment: _____<br>(days) |
| Contract Price with all approved Change Orders:<br>$_____ | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for final payment:_____<br>(days or dates) |

| RECOMMENDED: | APPROVED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| ENGINEER (Authorized Signature) | OWNER (Authorized Signature) | CONTRACTOR(Authorized Signature) |
| Date: _____ | Date: _____ | Date: _____ |

EJCDC 1910-8-B (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

**CHANGE ORDER**

**INSTRUCTIONS**

## A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

## B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

1.4 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Engineer may issue a Work Directive Change EJDC Document No. 1910-8-F (1996 Edition). The Work Directive Change instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. The Work Directive Change contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.

**WORK CHANGE DIRECTIVE**

No. _____

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER _____
CONTRACTOR _____
Contract: _____
Project: _____
OWNER's Contract No. _____ ENGINEER's Project No. _____

You are directed to proceed promptly with the following change(s):
Description:

Purpose of Work Change Directive:

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in
Contract Price:

☐ Unit Prices
☐ Lump Sum
☐ Cost of the Work_____

Estimated increase (decrease) in Contract Price:
$_____.
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion: _____ days;
Ready for final payment: _____ days.

RECOMMENDED:

_____
ENGINEER
By: _____

AUTHORIZED:

_____
OWNER
By: _____

EJCDC No. 1910-8-F (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

**WORK CHANGE DIRECTIVE**

**INSTRUCTIONS**

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## A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Times. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or the Contract Times a Field Order should be used.

## B. COMPLETING THE WORK CHANGE DIRECTIVE FORM

Engineer initiates the form, including a description of the items involved and attachments.

Based on conversations between Engineer and Contractor, Engineer completes the following:

> METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the estimated net effect on the Contract Price. If the change involves an increase in the Contract Price and the estimated amount is approached before the additional or changed Work is completed, another Work Change Directive must be issued to change the estimated price or Contractor may stop the changed Work when the estimated time is reached. If the Work Change Directive is not likely to change the Contract Price, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Engineer has completed and signed the form, all copies should be sent to Owner for authorization because Engineer alone does not have authority to authorize changes in Price or Times. Once authorized by Owner, a copy should be sent by Engineer to Contractor. Price and Times may only be changed by Change Order signed by Owner and Contractor with Engineer's recommendation.

Paragraph 10.03.A.2 of the General Conditions requires that a Change Order be initiated and processed to cover any undisputed sum or amount of time for Work actually performed pursuant to this Work Change Directive.

Once the Work covered by this directive is completed or final cost and times are determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR CONTRACT TIMES. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

1. Documentation: Maintain detailed records on a time and material basis of work required by the Work Directive Change.

    a. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

2. Change Order Procedures:

    a. Upon the Owner's approval of a Proposal Request, the Engineer will issue a Change Order for signatures of the Owner and the Contractor on EJCDC 1910-8-B (1996 Edition).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01250

# SECTION 01270 - UNIT PRICES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements for unit prices.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Modification Procedures" for procedures for submitting and handling Change Orders.
2. Division 2 Section "Earthwork" for procedures for measurement and payment for rock excavation.

### 1.3 DEFINITIONS

A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.

### 1.4 PROCEDURES

A. The Bid Tabulation identifies all payment items for this project. No additional bid items will be added at any time during this project. Contractor should add any cost that is determined not to be associated with a specific bid item within the General Conditions item as a portion of the lump sum pay item.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01270

# Part 1 General

## 1.01 Scope

A. The bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the bid.

B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the bid, shall be considered as incidental to the work. All costs thereof, including CONTRACTOR's overhead costs and profit, shall be considered as included in the lump sum or unit prices for the various bid items. The CONTRACTOR shall prepare the bid accordingly.

C. Work includes furnishing all labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings and Specifications.

## 1.02 Descriptions

A. Measurement of an item of work will be by the unit indicated in the bid.

B. Final payment quantities shall be determined from the documented field measurements. The precision of final payment quantities shall match the precision shown for that item in the bid.

C. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the bid.

D. Unless otherwise stated in individual Sections of the Specifications or in the bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies, or related items required to perform and complete the work. The costs for all such items required shall be included in the price Bid for item of which it is a part.

E. Payment will be made by extending unit prices multiplied by quantities provided, and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the CONTRACTOR for furnishing all plant, labor,

equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.

F. "Products" shall mean materials or equipment permanently incorporated into the work.

## 1.03 Sewers and Accessories

A. Existing Utilities and Obstructions

1. Horizontal Conflict: No additional payments for conflicts with existing utilities shall be made. No other payment will be made for any delay or extra cost encountered by the CONTRACTOR due to protection, avoidance, or relocation of existing utilities, mains, or services, or changing the horizontal alignment of the sewer.

2. Vertical Conflict: Where authorized by the ENGINEER, payment for additional depth of cut required to avoid vertical conflicts shall be made at the unit prices bid for gravity sewer. No payment will be made for relocation of existing utilities.

B. Location and Grade

No separate payment shall be made for survey work performed by or for the CONTRACTOR in the establishment of reference points, benchmarks, cut sheets, limits of right-of-way or easement, including their restoration, as well as centerline or baseline points.

C. Construction Along Highways, Streets and Roadways

No separate payment shall be made for traffic control or maintaining highways, streets, roadways and driveways.

D. Clearing and Sewer Easement Access

1. No separate payment shall be made for clearing and constructing access roads to sewer easements. Any fence removal shall be temporary; after construction, all fences shall be re-installed. If any fences need to be removed for access and are damaged during removal, a replacement fence of like kind

shall be provided at no additional cost.

2. The cost of moving and reestablishing landscape features, including labor and materials, shall be included in the unit price bid for the item to which it pertains. Specialized landscaping work as described under Landscape Allowance will be reviewed and authorized at the OWNER's discretion.

E. Laying and Jointing Pipe and Accessories

1. Measurement for payment at the unit price for gravity sewer shall be made from centerline of manhole to centerline of manhole, or to inside face of structure or pipe wall penetrated to end of service lateral reinstatement. Depth of cut shall be measured from pipe invert to ground level at pipe centerline. Depths and quantities as shown on pay requests and confirmed by RPR documentation shall be the basis for payment (subject to the provisions of Paragraph 13.03 of the General Conditions).

2. Payments for point repairs of gravity sewer mainlines will be made at the unit price for each repair. No additional payments will be made for varying means of installation, the use of erosion controls, bypass pumping, clearing, access work, encountering any unique or varying bedding material or any other unique work that an individual repair may require.

3. Payments for point repair footage beyond that listed in the bid tab shall be paid at the unit price indicated for open cut replacement of pipe.

4. Payment for sectional open cut shall be paid at the unit price indicated for open cut replacement of pipe.

5. Payment for drop connections will be made at the unit price for each repair. Unit price shall include all Work to replace the complete outside drop system and up to 10 linear feet of mainline open cut replacement.

6. No additional payment will be made for replacement of defective materials.

7. No separate payment shall be made for detection tape or tracing wire.

8. No separate or additional payment shall be made for maintaining flow of the existing sewer while placing the new sewer into service.

9. No payment will be made for cutting and beveling pipe.

10. No separate or additional payment will be made for any special or unique method, means, techniques, equipment, or connection materials necessary to complete the repair.

11. No separate payment will be made for coring the manhole and installation of the boot on “Access to Access” line replacement.

F. All costs related to the implementation of the easement and permit stipulations shall be included in the unit price bid for the item to which it pertains.

G. Post-inspection videos of mainline segments, including but not limited to point repairs and sectional open cut repairs, complying with *Section 330130.11 – Television Inspection of Sewers* shall be submitted and reviewed by the ENGINEER and/or Owner’s Representative prior to submission of payment requests. No separate payment will be made for post inspection videos and shall be included in the unit price bid for the item to which it pertains.

H. Clean-Up and Testing: No separate payment will be made for clean-up and acceptance testing. Any cost for labor, materials and equipment required for clean-up shall be included in the price bid for the item to which it pertains.

## 1.04 Trench Excavation and Backfill

A. No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the CONTRACTOR's compliance with these Specifications, regulatory requirements, permits, laws, or regulations which govern this Project.

B. Trench Excavation: No separate payment will be made for trench excavation. All costs shall be included in the unit price bid for the item to which it pertains at the appropriate depth.

C. Dewatering Excavations: All costs of equipment, labor and materials required for dewatering shall be included in the price bid for the item to which it pertains.

D. Trench Rock Excavation: No separate payment will be made for trench rock excavation for gravity sewer, nor for any other appurtenant facilities such as cleanouts and pipe protection encasements. No allowance will be made for any additional rock excavation required to complete the Work as shown in the drawings

and described in the specifications. Payment for all such excavation shall be included in the pertaining unit prices in the bid.

E. Trench Foundation and Stabilization

1. Payment for filter fabric shall be at the unit price bid for filter fabric under Additional Work if Ordered by Owner/Engineer. Payment shall include all costs for the placement of filter fabric.

F. Bedding and Haunching

1. The unit price bid for pipe for gravity mainline and laterals shall include excavation of the trench to the depth below the pipe necessary to provide specified bedding and to lay the sewer to grade. Measurements for payment will be made only to the pipe invert.

2. No additional payment will be made for additional trench depth.

3. No separate payment will be made for material used to provide specified bedding. The cost of all bedding materials shall be included in the unit price bid for the item to which it relates, except for trench stabilization.

4. No additional payment will be made for improved bedding required to compensate for over excavation of the trench.

G. Initial Backfill

1. No separate payment shall be made for initial backfill.

2. No separate payment shall be made for drying out the initial backfill material in order to meet the compaction requirements.

3. No separate payment shall be made for the adding of moisture to the initial backfill materials in order to meet the compaction requirements.

4. No separate payment shall be made for providing select material if the in situ material cannot meet the compaction requirements.

H. Final Backfilling

1. No additional payment will be made for additional material when excavated materials are used.

2. No separate payment shall be made for drying out the final backfill material in order to meet the compaction requirements.

3. No separate payment shall be made for the adding of moisture to the final backfill materials in order to meet the compaction requirements.

4. No additional payment will be made for providing select material if the in situ material cannot meet the compaction requirements.

5. No additional payment will be made for flowable fill as final backfill if required by the municipality with authority over the right-of-way where work is being performed.

I. Additional Material: No separate payment will be made for additional fill material imported to the Project site.

## 1.05 Rehabilitation of Sanitary Sewer Pipe by Cured-In-Place (CIPP) Methods

A. Payment will be made at the unit price bid for each diameter and CIPP thickness constructed. Quantities shall be determined from field measurements verified in writing by the ENGINEER.

B. Horizontal measurement shall be to the actual dimension of the work.

C. Payment will be based on the actual footage of pipe rehabilitated. Additional work items required to rehabilitate and test the lines to the level required in these Specifications will not be counted for payment purposes.

D. No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the CONTRACTOR's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.

E. Post inspection videos shall be submitted and reviewed by the ENGINEER and/or OWNER’s Representative prior to submission of payment requests. No separate payment will be made for post inspection videos.

F. No separate payment will be made to core, brush, and reinstate sanitary sewer service lateral connections.

G. No separate payment will be made to core, brush, and reinstate outside drop pipe connections.

H. No separate payment will be made for preconditioning in performing CCTV inspection or pipe preparation for the installation of CIPP. If during the course of pre-CCTV inspection operations, the CONTRACTOR believes a pipeline will require "heavy cleaning" prior to rehabilitation, the CONTRACTOR shall inform the ENGINEER prior to conducting "heavy cleaning" operations. Visual evidence in the form of a CCTV image or digital image of the pipeline shall be provided by the CONTRACTOR to the ENGINEER to justify heavy cleaning operations. After reviewing the evidence, the ENGINEER shall make a determination if the evidence provided meets the definition of "heavy cleaning". “Heavy Cleaning” shall be defined as the pipe being more than 25% full of debris or requiring the use of apparatus or nozzles other than normal high-pressure jetting equipment and nozzles (i.e. buckets, “pigs”, power-rod machines, grinders, cutters, dolphin nozzles, or dragging devices). If it is determined that "heavy cleaning" is required, the ENGINEER shall provide written authorization to the CONTRACTOR to proceed with "heavy cleaning" operations at the rate set forth in the Bid for the pipe or pipes determined to require "Heavy Cleaning”. The CONTRACTOR shall be paid for “Heavy Cleaning” on the basis of the distance loosened debris is moved to the nearest point of extrication from the sewer. Payment shall be calculated on a lineal foot basis.

I. Payment for CIPP liner sectional repairs will be made at the unit price bid for each diameter and thickness constructed and shall comply with conditions of *Section 330130.72 – Cured-in-Place Pipe Lining.*

J. No additional payments will be made for varying means of installation, the use of erosion controls, bypass pumping, clearing and access work, or any other unique work that an individual repair may require.

K. If ordered by the Engineer/Owner, preliner shall be installed as directed. Payment will be made by the linear foot of installed preliner.

## 1.06 Rehabilitation of Sanitary Sewer Service Laterals by Cured-In-Place (CIPP) Methods

A. Payment will be made at the unit price bid for each diameter and length range. Quantities shall be determined from field measurements verified in writing by the ENGINEER or OWNER’s representative.

B. Horizontal measurement shall be to the actual dimension of the work.

C. Payment will be based on the actual footage of pipe rehabilitated. Additional work items required to rehabilitate and test the lines to the level established in these Specifications will not be counted for payment purposes.

D. No separate or additional payment will be made for any special or unique method, means, techniques, or equipment necessary for the CONTRACTOR's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.

E. No separate payment will be made for heavy cleaning and/or root cutting in performing pre-CCTV or rehabilitation of service laterals.

F. No separate payment will be made for coring and reinstating service laterals. The cost associated with this work should be included in the unit price of performing CIPP rehabilitation of the service lateral and shall comply with conditions of these specifications.

G. Payment will be made for pre-inspection videos of service laterals at the unit price bid regardless of lateral footage and mainline pipe diameter.

H. Post-installation video inspection files complying with these Specifications shall be submitted and reviewed by the ENGINEER and/or OWNER’s Representative prior to submission of payment requests. No separate payment will be made for post-installation video inspection files.

I. Payment for CIPP connection only will be made at the unit price bid for each diameter and shall include a length of thirty-six inches (36”) off the mainline.

J. No separate payment will be made for lateral tubes capable of conforming to offset joints, bends, bells, disfigured pipe sections and pipe diameter transitions.

## 1.07 Sewer Service Connections

A. Payment for sewer service connections shall include making the service connections as shown on the Drawings and as described in the Specifications including cleanouts, wyes, fittings, and plugging abandoned service connections required to complete sewer service connection. Payment shall also include locating existing service lines, cleanouts, and determining the requirements for the connection.

B. It shall be the CONTRACTOR's responsibility to locate & determine the status of all services as to whether the service is active, dead, capped or damaged. No separate payment shall be made. All costs associated shall be included in the unit price bid for the item to which it pertains.

C. Payment for furnishing and installing sewer service line shall be paid for at the appropriate unit price in the Bid. Measurement for payment shall be made through fittings and cleanouts.

D. No additional payments will be made for varying means of installation, the use of erosion controls, bypass pumping, clearing and access work, encountering unique or varying bedding materials, or any other unique work that an individual repair may require.

E. Sewer service connections, including service lines, shall not be included in quantities measured for payment for clean-up and testing. All costs associated with clean up and testing of sewer service connections shall be included in the unit price bid for sewer services.

F. No separate payment will be made for coring and reinstating service laterals rehabilitated utilizing open cut methods. The cost associated with this work should be included in the unit price of performing open-cut rehabilitation of the service lateral and shall comply with conditions of *Section 330130.72 – Cured-in-Place Pipe Lining.*

G. In the event a point repair is made to the mainline in a location that requires an additional replacement of a service lateral, no separate payment will be made for both the mainline point repair and the reinstatement of a service lateral. Payment in this instance will be made with the corresponding unit price bid for mainline point repair at service connection.

H. Post-installation video inspection files complying with *Section 330130.11 – Television Inspection of Sewer* shall be submitted and reviewed by the ENGINEER and/or Owner's Representative prior to submission of payment requests. No separate payment will be made for post-installation video inspection files.

I. Payment for cleanouts shall be made by the unit price in the Bid unless otherwise stated in the Plans or Specifications. All fittings, appropriate valve box with cover, pipe, saddles and appurtenances shall be included to complete installation.

J. Payment for removing intruding lateral taps or gaskets shall be made at the unit price in the Bid. No additional payment will be made for any unique methods required to remove a lateral tap or gasket. Documentation of the intruding lateral tap or gasket must be provided for payment.

K. Payment for raise cleanout to grade shall be made at the unit price bid. Payment shall include locating and exposing existing cleanout as well as all materials and labor to restore the cleanout to the condition shown in the Service Connection Detail. Item shall include all labor and materials needed to replace all materials from the top of the cleanout tee to the surface.

## 1.08 Bypass Pumping

No separate or additional payment will be made for any special or unique method, means, techniques, or equipment necessary for the CONTRACTOR's compliance with these Specifications, regulatory requirements, permits, laws, or regulations which govern this Project.

## 1.09 Surface Manhole Rehabilitation

A. Payment will be made at the unit price bid for each manhole rehabilitation line item. Quantities shall be determined from field measurements verified in writing by the ENGINEER.

B. Payment will be based on the actual type and quantity of manhole rehabilitation item installed or constructed. Additional setups required to rehabilitate manholes to the level specified in *Section 330130.81 – Surface Manhole Rehabilitation* will not be counted for payment purposes.

C. No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the CONTRACTOR's compliance

with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.

## 1.10 Subsurface Manhole Rehabilitation

A. Payment will be made at the unit price bid for each manhole diameter. Quantities shall be determined from field measurements verified in writing by the ENGINEER.

B. Vertical depth measurement shall be to the actual dimension of the work.

C. Payment will be based on the actual vertical footage of manhole rehabilitated. Additional setups required to rehabilitate manholes and/or perform testing in manholes to the level specified in *Section 330130.82 – Subsurface Lining for Manholes* will not be counted for payment purposes.

D. No separate or additional payment will be made for any special or unique method, means, techniques or equipment necessary for the CONTRACTOR's compliance with these Specifications, regulatory requirements, permits, laws or regulations which govern this Project.

E. Payment for manhole bench and invert repair shall include any and all repair work required to fully restore the bench and invert area to meet requirements as shown in the drawings and listed in the specifications. This work shall include furnishing and the placing of all materials, labor, tools, equipment, cleaning, grouting, excavating, backfilling, concrete patch work, and any other necessary task to complete the Work.

F. Payment for grouting pipe connections shall include any and all repair work required to provide a watertight grout curtain around the manhole to meet the 330130.83 specification. This work shall include furnishing and the placing of all materials, labor, tools, equipment, cleaning, grouting, drilling and any other necessary task to complete the Work. Payment shall be made at the unit price bid and include application of grout throughout the manhole/line connections homogenously to prevent extraneous water from entering. Any excessive grout applied for the grout pipe connections must be approved by the ENGINEER and shall be covered for the excessive leak stop line item. Payment for Excessive Leak Stop shall be made at the unit price bid per gallon (4 Tubes) of grout used in excess as authorized by the Owner/Engineer. Grout used in excess is defined as any grout used over 1 gallon.

G. Payment for lining outside drops with Cured in Place Pipe (CIPP) shall be made at

the unit price per vertical foot. Payment shall include all Work necessary for lining the drop pipe with CIPP and establishing a water-tight connection at the mainline.

## 1.11 Removing and Replacing Pavement or Infrared Pavement Restoration

A. Payment for removing and replacing pavement will be made as a separate item based on the measured quantity replaced at the unit price in the Bid unless otherwise stated in these Specifications. The unit price bid shall include all costs associated with removing and replacing pavement, including providing select backfill, if necessary, traffic control and temporary measures for maintaining traffic.

B. Payment shall be made only for that length of pavement replacement for which the pipeline is constructed underneath and within four feet (4-feet) of the edge of the pavement as shown on the Drawings and only where asphalt or concrete pavement is required by the municipality with authority over the right-of-way where work is being performed.

C. Payment for soils testing shall be made from the “Soils and Concrete Testing” cash allowance. No payment shall be made for tests that fail to verify required results.

D. No additional payment will be made for removing and replacing damaged adjacent pavement.

## 1.12 Erosion and Sedimentation Control

No separate payment shall be made for temporary and/or permanent erosion and sedimentation controls or replacement of landscaping disturbed by inspection, replacement or rehabilitation activities.

## 1.13 Cash Allowances

A. The CONTRACTOR shall include in the Bid Total all allowances stated in the Contract Documents. These allowances shall cover the net cost of the services provided by a firm selected by the Owner. The CONTRACTOR's handling costs, labor, overhead, profit, and other expenses contemplated for the original allowance shall be included in the items to which they pertain and not in allowances.

B. Should the net cost be more or less than the specified amount of the allowance, the

Contract will be adjusted accordingly by Change Order. The amount of Change Order will not recognize any changes in handling costs at the site, labor, overhead, profit and other expenses caused by the adjustment to the allowance.

C. Documentation

1. Submit copies of the invoices with each periodic payment request from the firm providing the services.

2. Submit results of services provided which verify required results.

D. Schedule of Cash Allowances

1. Soils and Concrete Testing: Allow the amount provided in the Bid for the services of a geotechnical engineering firm and testing laboratory to verify soils conditions including trench excavation and backfill, and similar issues and for the testing of concrete cylinders for poured in place concrete and manhole lining materials.

2. Cured In Place Pipe Testing and Laboratory Services: Allow the amount provided in the Bid for the services of a laboratory testing firm and testing laboratory, when ordered by the ENGINEER to verify physical properties of the cured in place pipe materials.

3. Landscape: Allow the amount provided in the Bid for final landscaping and restoration costs paid at the Owner’s discretion and pre-approval. This allowance shall cover the net cost for final landscaping provided by a firm selected by the Owner. This allowance is to reimburse the contractor for the use of a firm specializing in landscape restoration for materials such as trees, shrubs, recreational equipment, irrigation systems, and playground equipment. This allowance is not a substitution for seeding and sodding, which shall be included in the items to which they pertain.

4. Manhole Preparation: Allow the amount provided in the Bid for manhole preparation costs associated with preparing manholes for lining when site conditions vary from the existing condition as documented in manhole inspections provided in the contract documents. This allowance shall be paid at the discretion of the Owner or Engineer. Contractor shall be responsible for providing documentation of changed conditions prior to completing work. This allowance will not be paid unless approved by the Owner/Engineer in writing before beginning work. Work to be included in this allowance may

include, but is not limited to, missing bricks, bench and invert deterioration, or other defects requiring excessive preparation work to prepare manholes for lining. Rejection of requests to utilize this allowance will not relieve the Contractor of the obligation to complete the Work as described in the Contract Documents.

## 1.14 Additional Work if Ordered

A. Payment shall be made at the unit price bid as shown in the Bid for Unit Price Contract. No separate or additional payment will be made for completing this work.

# Part 2 - Products (Not Applicable)

# Part 3 - Execution (Not Applicable)

END OF SECTION

# Part 1 General

## 1.01 Equipment Delivery and Construction Schedule

A. CONTRACTOR shall provide a tentative schedule of work at the pre-construction conference in the form of a Gantt Chart outlining individual work tasks, the anticipated start date, the anticipated finish date, and pertinent associated details.

B. Not later than ten (10) consecutive calendar days after the issuance of the "Notice to Proceed", the CONTRACTOR shall submit to the ENGINEER for review a detailed schedule of major equipment delivery and installation and general construction operations, indicating the sequence of the work, the estimated dates of starting each task, and the estimated time of completion of each task. The schedule shall be broken down with respect to individual structures and facilities, indicating when existing structures or equipment would be taken out of service (if applicable). The form and content of the schedule shall be satisfactory to the ENGINEER.

## 1.02 Shop Drawings and Product Data

A. The CONTRACTOR shall submit to the ENGINEER for review, for design concept, electronic submittals in PDF format and shall include successive page numbers for each page of the PDF file. In lieu of electronic PDF copies, six (6) copies of complete drawings and engineering data for all equipment, materials, and products to be incorporated into the work shall be submitted to ENGINEER. Final reviewed submittals will be posted by ENGINEER on a ShareFile site hosted by ENGINEER and made available to both CONTRACTOR and OWNER. Otherwise, hard copies that have been reviewed by ENGINEER will be distributed.

B. Shop drawings shall be submitted to ENGINEER for review no later than fifteen (15) days after a fully executed contract has been received by CONTRACTOR. CONTRACTOR shall not mobilize to the site without first providing all required submittals. CONTRACTOR will be held to the contract time as indicated in the Notice-to-Proceed regardless of whether submittals have been provided to ENGINEER.

C. Shop drawings and engineering data shall be provided and the ENGINEER 'S review will be conducted in accordance with the requirements of the General Provisions. Shop drawings and/or engineering data, as appropriate, shall be submitted for the following items, including, but not limited to:

1. All piping, pipe fittings, pipe supports, hangers, couplings, and insulation

including mill tests if requested by the ENGINEER.

2. Hatches, valve boxes, manhole frames and covers, PVC riser connections, miscellaneous iron castings and gratings, manhole frames and covers, curb inlets, manhole steps.

3. All concrete and masonry accessories and steel reinforcement, including bending diagrams and bar schedules, ties, spreaders, chairs, and inserts.

4. Form coatings, waterstops, curing and sealing compounds, and epoxy bonding agents.

5. Premixed grouts and mortars.

6. All paints and protective coatings.

7. Grass seed, fertilizer, and commercial mulches.

8. Precast concrete manhole and/or wet well structures.

9. Precast concrete drop inlets, grates and covers, steps, junction boxes, etc., inclusive of pipe connection boots, and joint material, etc.

10. Septic tank top replacement concrete design information.

11. New septic tank precast concrete design information.

12. Any pumping equipment and associated control panel units and other associated ancillary items.

13. Any septic field equipment and associated ancillary items.

14. Electrical System components and associated materials.

15. Portland Cement Concrete design mix for Class A and Class B Concrete.

16. All equipment and ancillary mechanical and electrical components.

17. Paving mix design inclusive of sieve analysis and bituminous content.

D. Shop drawings and engineering data for equipment supplied as a pre-engineered or

pre-assembled system shall include complete shop drawings and engineering data on each component of that system. In all cases, the information provided shall be sufficient to determine if the material or product conforms with the requirements of the specifications.

E. Shop drawings and engineering data shall be prepared by the original equipment vendors or fabricators, as applicable. Purchased specifications by the CONTRACTOR or his Supplier shall not be acceptable as a substitute for actual vendor drawings and data.

F. All shop drawings shall include a legend or other suitable means to identify all symbols and abbreviations used on the drawing. Where an accepted, industry-wide drafting symbol or standard has been established for a particular item, information depicted on the shop drawings shall conform to that standard.

G. Shop drawings shall be dimensioned using the U.S. standard unit of measurement (feet and/or inches). Size of drawing shall not exceed twenty-four inches (24”) by thirty-six inches (36”). All scaled drawings and details shall have the scale clearly noted on the drawing or detail. All information shall be clear and legible.

H. Each shop drawing and each item of engineering data shall bear the CONTRACTOR's APPROVED stamp indicating that the CONTRACTOR has reviewed the drawing or data for conformance with the Contract Documents.

I. All design calculations and drawings for foundation and footings, sheeting and shoring, and concrete formwork shall bear the signed and dated stamp of a licensed professional engineer.

## 1.03 Miscellaneous Submittals

A. The CONTRACTOR shall submit to the ENGINEER miscellaneous information, procedures, test data, samples, etc., in the manner and at the time specified in these Specifications and Contract Documents. Miscellaneous submittals shall include, but not be limited to, the following:

1. Procedures for handling and disposing of sewage flows during construction.

2. Factory test data and results where specified for specific items of equipment.

3. Preliminary concrete mix design reports.

4. Satisfactory written evidence in the form of laboratory or mill test reports indicating that all cement, aggregate, masonry, structural steel, fencing, castings, steel reinforcement, conduit, pipe, grout, waterproof materials, grass seed, and other items incorporated into the work are in compliance with the requirements of these Specifications.

5. Project record documents.

6. Copies of original invoices of all equipment delivered to the site.

7. When requested, analysis and design data on concrete formwork and sheeting and shoring.

8. Drawings and details of erosion and sediment control structures, if significantly different from Drawings.

9. Written evidence of equipment warranties.

## 1.04 Schedule of Work

CONTRACTOR shall submit a SCHEDULE OF WORK in sequential order by dates in which he expects to perform the contract specifying the areas or locations in the order the work is anticipated beginning with work commencement date. "The Work" may include related sections or items (individually or grouped) such as clearing and grubbing, gradework (cut & fill), structure installation, rehabilitation of storm sewer pipelines, manholes, catch basins, and related construction, erosion control, base, paving, etc., as examples.

## 1.05 Samples

A. At the ENGINEER's request, the CONTRACTOR shall furnish certified samples of materials utilized in the fabrications or production of equipment, materials, and products supplied under these Contract Documents. Cost of all such samples shall be borne by the CONTRACTOR. The samples will be tested by a qualified, independent, testing laboratory selected by the OWNER to determine if the mechanical and chemical properties of the materials supplied are in accordance with the requirements of these Specifications and Contract Documents.

B. The OWNER shall pay for the laboratory testing of material samples provided by the

CONTRACTOR. The CONTRACTOR shall pay for all retests made necessary by the failure of materials to conform to the requirements of these Specifications and Contract Documents.

## 1.06 Schedules, Reports, and Records

A. The CONTRACTOR shall submit to the ENGINEER such schedule of quantities and costs, progress schedules, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the Work to be performed.

B. Prior to the first partial payment estimate, the CONTRACTOR shall submit construction schedules showing the order in which the CONTRACTOR proposes to carry on the Work, including dates, at which the various parts of the Work will be started, estimated date of completion of each part, and, as applicable:

1. The dates on which special detail drawings will be required. Submittal must allow sufficient time for review by the ENGINEER. Final approval must be obtained prior to commencement of construction of that portion of work to which they pertain.

2. Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

C. The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the Work.

# Part 2 Products (Not Applicable)

# Part 3 Execution (Not Applicable)

END OF SECTION

# SECTION 01300 - SUBMITTALS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following (dates due are shown in red):

1. Contractor's construction schedule. (prior to Notice to Proceed)
2. Submittal schedule.
3. Preconstruction photos and videos.
3. Daily construction reports.
4. Shop Drawings.
5. Product Data.
6. Samples.
7. Quality assurance submittals.
8. Project meeting schedule.

B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following (dates due are shown in red):

1. Permits.
2. Applications for Payment. (10th of each month)
3. Performance and payment bonds. (prior to Notice of Award)
4. Insurance certificates and acknowledgement. (prior to Notice to Proceed)
5. List of subcontractors and suppliers. (prior to Notice to Proceed)
6. Contractor’s Affidavit of Payment to Subcontractors. (with each Pay App.)
7. Contractor Lien Waivers. (with each Pay App. after No. 1)
8. Subcontractor/Supplier Lien Waivers. (with each Pay App. after No. 1)

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section “Special Conditions” for scheduling specific portions of the Work.
2. Division 1 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
3. Division 1 Section "Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
4. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
5. Division 1 Section "Quality Control" specifies requirements for submittal of inspection and test reports.
6. Division 1 Section "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

## 1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

    a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

2. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.

    a. Allow 1 week for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
    b. If an intermediate submittal is necessary, process the same as the initial submittal.
    c. Allow 2 weeks for reprocessing each submittal.
    d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
2. Include the following information on the label for processing and recording action taken.

    a. Project name.
    b. Date.
    c. Name and address of the Engineer.
    d. Name and address of the Contractor.
    e. Name and address of the subcontractor.
    f. Name and address of the supplier.
    g. Name of the manufacturer.
    h. Number and title of appropriate Specification Section.
    i. Drawing number and detail references, as appropriate.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

## 1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 7 days after “Notice of Award.”

1. Provide a separate time bar for each significant construction activity including each “milestone” as described in Section 01000 “Special Conditions. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values."
2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the

Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.

5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.

B. Phasing: On the schedule, show how requirements for phased completion to permit Work by separate Contractors and partial occupancy by the Owner affect the sequence of Work.

C. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.

D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities. Show initial phase of work on the construction of the pad and truck access road.

E. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.

1. Refer to Division 1 Section "Applications for Payment" for cost reporting and payment procedures.

F. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

G. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

## 1.5 SUBMITTAL SCHEDULE

A. After development and acceptance of the Contractor's Construction Schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for submittal of the Contractor's Construction Schedule.

1. Coordinate Submittal Schedule with the list of subcontracts and the Schedule of Values, as well as the Contractor's Construction Schedule.
2. Prepare the schedule in chronological order. Provide the following information:

a. Scheduled date for the first submittal.
b. Related Section number.
c. Submittal category (Shop Drawings, Product Data, or Samples).
d. Name of the subcontractor.
e. Description of the part of the Work covered.
f. Scheduled date for resubmittal.
g. Scheduled date for the Engineer's final release or approval.

B. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

## 1.6 PRECONSTRUCTION PHOTOS AND VIDEOS

A. The Contractor shall provide video and photo documentation of existing site conditions prior to the start of demolition and construction. The documentation shall include, but not be limited to, streets, curbing, stormwater structures, driveways, mailboxes, lawns, shrubs, trees, fencing, gates, walls and any other items in or near the construction area on private or public property.

B. The Contractor is not authorized to begin demolition or construction until complete photo and video documentation is provided to the Engineer.

## 1.7 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Engineer at weekly intervals:

1. List of subcontractors at the site.
2. Approximate count of personnel at the site.
3. High and low temperatures, general weather conditions.
4. Accidents and unusual events.
5. Meetings and significant decisions.
6. Stoppages, delays, shortages, and losses.
7. Emergency procedures.
8. Orders and requests of governing authorities.
9. Change Orders received, implemented.
10. Partial Completions.
11. Substantial Completions authorized.

1.8 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Initial Submittal: Submit one correctable, translucent, reproducible print and one blue- or black-line print for the Engineer's review. The Engineer will return the reproducible print.
7. Initial Submittal: Submit 2 blue- or black-line prints for the Engineer's review. The Engineer will return one print.
8. Final Submittal: Submit 3 blue- or black-line prints; submit 5 prints where required for maintenance manuals. The Engineer will retain 2 prints and return the remainder.
9. Final Submittal: Submit 3 blue- or black-line prints and 2 additional prints where required for maintenance manuals, plus the number of prints needed by the Engineer for distribution. The Engineer will retain 2 prints and return the remainder.

    a. One of the prints returned shall be marked up and maintained as a "Record Document."

10. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

## 1.9 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction. Product Data includes printed information, such as manufacturer's installation instructions.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:

    a. Manufacturer's printed recommendations.
    b. Compliance with trade association standards.
    c. Compliance with recognized testing agency standards.
    d. Application of testing agency labels and seals.
    e. Notation of dimensions verified by field measurement.
    f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
3. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
4. Submittals: Submit 2 copies of each required submittal. The Engineer will retain one and will return the other marked with action taken and corrections or modifications required.

    a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, and others required for performance of construction activities. Show distribution on transmittal forms.

    a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
    b. Do not permit use of unmarked copies of Product Data in connection with construction.

## 1.10 QUALITY ASSURANCE SUBMITTALS

A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

C. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a

notarized certification from the manufacturer certifying compliance with specified requirements.

1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

D. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

1.11 ENGINEER'S ACTION

A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly.

1. Compliance with specified characteristics is the Contractor's responsibility.

B. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

# SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Coordination Drawings.
4. Administrative and supervisory personnel.
5. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Summary of Multiple Contracts" for a description of the division of Work among separate contracts and responsibility for coordination activities not in this Section.
2. Division 1 Section "Construction Progress Documentation" for preparing and submitting the Contractor's Construction Schedule.
3. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
4. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

### 1.3 COORDINATION

A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.

C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

## 1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.

B. Staff Names: Within 10 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

## 1.5 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

## 1.6 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Construction Manager, within 3 days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Construction Manager, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Construction Manager, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Tentative construction schedule.
b. Phasing.
c. Critical work sequencing.
d. Designation of responsible personnel.
e. Procedures for processing field decisions and Change Orders.
f. Procedures for processing Applications for Payment.
g. Distribution of the Contract Documents.
h. Submittal procedures.
i. Preparation of Record Documents.

j. Use of the premises.
k. Responsibility for temporary facilities and controls.
l. Parking availability.
m. Office, work, and storage areas.
n. Equipment deliveries and priorities.
o. First aid.
p. Security.
q. Progress cleaning.
r. Working hours.

C. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Construction Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.

14) Documentation of information for payment requests.

3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

   a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

# SECTION 01311 - SCHEDULES AND REPORTS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:

1. Contractor's construction schedule.
2. Schedule of inspections and tests.
3. Unit-price schedule.
4. Daily construction reports.
5. Material location reports.
6. Field correction reports.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section “Special Conditions” for scheduling specific portions of the Work.
2. Division 1 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
3. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
4. Division 1 Section "Quality Control" specifies requirements for submittal of inspection and test reports.

### 1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of schedules and reports with performance of other construction activities.

## 1.4 PRELIMINARY CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit a preliminary horizontal bar-chart-type construction schedule within 7 days after Notice of Award.

## 1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a comprehensive, fully developed, horizontal bar-chart-type, contractor's construction schedule. Base the schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of the Project.

B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by the following:

1. Requirements for achieving “milestones”.
2. Requirements for phased completion.
3. Uninterruptible services.
4. Site restrictions.
5. Provisions for future construction.
6. Seasonal variations.
7. Environmental control.

C. Work Stages: Use crosshatched bars to indicate important stages of construction for each major portion of the Work. Such stages include, but are not necessarily limited to, the following:

1. Milestones.
2. Subcontract awards.
3. Submittals.
4. Testing.

D. Area Separations: Provide a separate time bar to identify each major area of construction for each major portion of the Work. For the purposes of this Article, a "major area" is a prioritized area of work or type of construction.

E. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

F. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

## 1.6 UNIT-PRICE SCHEDULE

A. Within 15 days of the date established for commencement of the Work, prepare and submit a unit-price schedule established in the Agreement. Follow item format as set forth in the Bid Form.

1. Refer to Division 1 Section "Unit Prices" for a listing of categories of Work where unit prices are required.
2. Refer to individual Specification Sections for portions of the Work that require establishment of unit prices. Methods of measurement and pricing are specified.

B. Prepare the schedule in tabular form, including the following items and as used in the Bid Form:

1. Name of the part of the Work.
2. Related Specification Section.
3. Name of subcontractor assigned.
4. Unit of measurement.
5. Price per unit.

    a. Indicate whether established add prices are different from deduct prices.

C. Distribution: Distribute schedule to the Owner, Engineer, and each party involved in performance Work where established unit prices could come into force and effect.

## 1.7 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at the site. Submit duplicate copies to the Engineer at weekly intervals:

1. List of subcontractors at the site.
2. List of separate contractors at the site.
3. Approximate count of personnel at the site.
4. High and low temperatures, general weather conditions. Explain any weather conditions that impact predetermined completion dates.
5. Accidents.
6. Meetings and significant decisions.
7. Unusual events (refer to special reports).

8. Stoppages, delays, shortages, and losses.
9. Emergency procedures.
10. Orders and requests of governing authorities.
11. Change Orders received, implemented.
12. Substantial Completions authorized.

B. Material Location Reports: At weekly intervals, prepare a comprehensive list of materials delivered to and stored at the site. The list shall be cumulative, showing materials previously reported plus items recently delivered. Submit copies of the list to the Engineer at weekly intervals.

C. Field Correction Reports: When the need to take corrective action that requires a departure from the Contract Documents arises, prepare a detailed report. Include a statement describing the problem and recommended changes. Indicate reasons the Contract Documents cannot be followed. Submit a copy to the Engineer immediately.

1.8 SPECIAL REPORTS

A. General: Submit special reports directly to the Owner within one day of an occurrence. Submit a copy to the Engineer and other parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at the site, prepare and submit a special report. List the chain of events, persons participating, response by the Contractor's personnel, an evaluation of the results or effects and similar pertinent information. Advise the Owner in advance when such events are known or predictable.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01311

# SECTION 01320 - CONSTRUCTION PROGRESS DOCUMENTATION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.
8. Construction photographs.

B. Related Sections include the following:
1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.
5. Division 1 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

### 1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor activity is an activity that must be completed before a given activity can be started.

B. Event: The starting or ending point of an activity.

C. Major Area: A story of construction, a separate building, or a similar significant construction element.

D. Milestone: A key or critical point in time for reference or measurement.

E. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Submittals Schedule: Submit two copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Construction Manager’s/Engineer’s final release or approval.

C. Preliminary Construction Schedule: Submit two printed copies; one a single sheet of reproducible media, and one a print.

D. Preliminary Network Diagram: Submit two printed copies; one a single sheet of reproducible media, and one a print; large enough to show entire network for entire construction period.

E. Contractor's Construction Schedule: Submit two printed copies of initial schedule large enough to show entire schedule for entire construction period.

F. Daily Construction Reports: Submit two copies at weekly intervals.

G. Material Location Reports: Submit two copies at weekly intervals.

H. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

I. Special Reports: Submit two copies at time of unusual event.

1.5 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

C. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities including temporary lighting.

## PART 2 - PRODUCTS

### 2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the work to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Construction Manager.
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Startup and Testing Time: Include not less than 5 days for startup and testing.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Construction Manager's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.
2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
3. Work Restrictions: Show the effect of the following items on the schedule:

    a. Coordination with existing construction.
    b. Limitations of continued occupancies.
    c. Uninterruptible services.
    d. Partial occupancy before Substantial Completion.
    e. Use of premises restrictions.
    f. Provisions for future construction.
    g. Seasonal variations.
    h. Environmental control.

4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

    a. Subcontract awards.
    b. Submittals.
    c. Purchases.
    d. Mockups.
    e. Fabrication.
    f. Sample testing.
    g. Deliveries.
    h. Installation.
    i. Tests and inspections.
    j. Adjusting.
    k. Curing.
    l. Startup and placement into final use and operation.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

E. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

1. Refer to Division 1 Section "Payment Procedures" for cost reporting and payment procedures.

F. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within seven days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

C. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.
8. Insert articles for other schedules and lists to suit Project, depending on complexity.

2.5 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. High and low temperatures and general weather conditions.
5. Accidents.
6. Meetings and significant decisions.
7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Meter readings and similar recordings.
10. Emergency procedures.

11. Orders and requests of authorities having jurisdiction.
12. Change Orders received and implemented.
13. Construction Change Directives received.
14. Services connected and disconnected.
15. Equipment or system tests and startups.
16. Partial Completions and occupancies.
17. Substantial Completions authorized.

B. Material Location Reports: At weekly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.6 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

# PART 3 - EXECUTION

## 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01320

# SECTION 01400 - QUALITY CONTROL AND REQUIREMENTS

## PART 1 – GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality-control services.

B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Engineer.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
3. Requirements for Contractor to provide quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

E. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Submittals" specifies requirements for development of a schedule of required tests and inspections.

1.3 RESPONSIBILITIES

A. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Owner's responsibility, the Owner will engage the services of a qualified independent testing agency to perform those services. Payment for these services will be made by Owner. Water main testing and clorinater will be provided by the Contractor and is included as a line item in this bid.

B. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.

C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:

1. Provide access to the Work.
2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
4. Provide security and protection of samples and test equipment at the Project Site.

D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Engineer and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.

1. The agency shall notify the Engineer and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
3. The agency shall not perform any duties of the Contractor.

E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.
2. The contractor shall notify the Engineer at least 24 hours in advance of the necessity for testing services.

1.4 SUBMITTALS

A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Engineer. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.

1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:

a. Date of issue.
b. Project title and number.
c. Name, address, and telephone number of testing agency.
d. Dates and locations of samples and tests or inspections.
e. Names of individuals making the inspection or test.
f. Designation of the Work and test method.
g. Identification of product and Specification Section.
h. Complete inspection or test data.
i. Test results and an interpretation of test results.
j. Ambient conditions at the time of sample taking and testing.
k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
l. Name and signature of laboratory inspector.
m. Recommendations on retesting.

1.5 QUALITY ASSURANCE

A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.

1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.

C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 01400

# SECTION 01421 - REFERENCE STANDARDS AND DEFINITIONS

## PART 1 - GENERAL

**NOTE: MAJOR PORTIONS OF THIS SPECIFICATION MAY NOT APPLY TO THE SPECIFIC WORK AS DESCRIBED IN THE PROJECT. ITEMS THAT DO NOT APPLY ARE TO BE DISREGARDED.**

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 DEFINITIONS

A. General: Basic contract definitions are included in the Conditions of the Contract.

B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.

C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Engineer, requested by the Engineer, and similar phrases.

D. "Approved": The term "approved," when used in conjunction with the Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Engineer's duties and responsibilities as stated in the Conditions of the Contract.

E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.

I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.

1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
2. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.

    a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.

J. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

## 1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

A. Specification Format: These Specifications are organized into Divisions and Sections based on the 16-division format and CSI/CSC's "MasterFormat" numbering system.

B. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Section Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.

    a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

## 1.4 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.

C. Conflicting Requirements: Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Engineer for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Engineer for a decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.

F. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following abbreviations and acronyms, as referenced in the Contract Documents, mean the associated names. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

| | | |
|---|---|---|
| AA | Aluminum Association<br>900 19th St., NW, Suite 300<br>Washington, DC 20006<br>www.aluminum.org | (202) 862-5100 |
| AABC | Associated Air Balance Council<br>1518 K St., NW, Suite 503<br>Washington, DC 20005<br>www.aabchq.com | (202) 737-0202 |
| AAMA | American Engineerural Manufacturers Association<br>1827 Walden Office Sq., Suite 104<br>Schaumburg, IL 60173-4268<br>www.aamanet.org | (847) 303-5664 |
| AAN | American Association of Nurserymen<br>(See ANLA) | |
| AASHTO | American Association of State Highway and Transportation Officials<br>444 North Capitol St., NW, Suite 249<br>Washington, DC 20001<br>www.aashto.org | (202) 624-5800 |
| AATCC | American Association of Textile Chemists and Colorists<br>P.O. Box 12215<br>One Davis Dr.<br>Research Triangle Park, NC 27709-2215<br>www.aatcc.org | (919) 549-8141 |
| ABMA | American Bearing Manufacturers Association | (202) 429-5155 |

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| | (Formerly: Anti-Friction Bearing Manufacturers Association)<br>1200 19th St., NW, Suite 300<br>Washington, DC 20036-2401<br>www.abma-dc.org | |
| ABMA | American Boiler Manufacturers Association<br>950 North Glebe Rd., Suite 160<br>Arlington, VA 22203-1824<br>www.abma.com | (703) 522-7350 |
| ACI | American Concrete Institute<br>P.O. Box 9094<br>Farmington Hills, MI 48333-9094<br>www.aci-int.org | (248) 848-3700 |
| ACIL | ACIL: The Association of Independent Scientific, Engineering, and Testing Firms<br>1629 K St., NW, Suite 400<br>Washington, DC 20006<br>www.acil.org | (202) 887-5872 |
| ACPA | American Concrete Pipe Association<br>222 West Las Colinas Blvd., Suite 641<br>Irving, TX 75039-5423<br>www.concrete-pipe.org | (972) 506-7216 |
| ADC | Air Diffusion Council<br>11 South LaSalle St., Suite 1400<br>Chicago, IL 60603 | (312) 201-0101 |
| AEIC | Association of Edison Illuminating Companies<br>600 N. 18th St.<br>P.O. Box 2641<br>Birmingham, AL 35291-0992 | (205) 250-2530 |
| AFBMA | Anti-Friction Bearing Manufacturers Association<br>(See ABMA) | |
| AFPA | American Forest and Paper Association<br>(Formerly: National Forest Products Association)<br>1111 19th St., NW, Suite 800<br>Washington, DC 20036 | (800) 878-8878<br>(202) 463-2700 |
| AGA | American Gas Association<br>1515 Wilson Blvd.<br>Arlington, VA 22209<br>www.aga.com | (703) 841-8400 |
| AHA | American Hardboard Association<br>1210 W. Northwest Hwy<br>Palatine, IL 60067-1897 | (847) 934-8800 |
| AHAM | Association of Home Appliance Manufacturers<br>20 N. Wacker Dr., Suite 1500 | (312) 984-5800 |

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| | Chicago, IL 60606<br>www.aham.org | |
| AI | Asphalt Institute<br>Research Park Dr.<br>P.O. Box 14052<br>Lexington, KY 40512-4052<br>www.asphaltinstitute.org | (606) 288-4960 |
| AIA | The American Institute of Engineers<br>1735 New York Ave., NW<br>Washington, DC 20006-5292<br>www.aia.org | (202) 626-7300 |
| AIA | American Insurance Association<br>1130 Connecticut Ave., NW, Suite 1000<br>Washington, DC 20036 | (202) 828-7100 |
| AIHA | American Industrial Hygiene Association<br>2700 Prosperity Ave., Suite 250<br>Fairfax, VA 22031 | (703) 849-888 |
| AISC | American Institute of Steel<br>Construction<br>One East Wacker Dr., Suite 3100<br>Chicago, IL 60601-2001 | (800) 644-2400<br>(312) 670-2400 |
| AISI | American Iron and Steel Institute<br>1101 17th St., NW<br>Washington, DC 20036-4700<br>www.steel.org | (202) 452-7100 |
| AITC | American Institute of Timber Construction<br>7012 S. Revere Pkwy, Suite 140<br>Englewood, CO 80112<br>www.aitc-glulam.org | (303) 792-9559 |
| ALA | American Laminators Association<br>(See LMA) | |
| ALCA | Associated Landscape Contractors of America<br>12200 Sunrise Valley Dr., Suite 150<br>Reston, VA 20191<br>www.alca.org | (703) 620-6363 |
| ALI | Associated Laboratories, Inc.<br>P.O. Box 152837<br>1323 Wall St.<br>Dallas, TX 75315 | (214) 565-0593 |
| ALSC | American Lumber Standards Committee<br>P.O. Box 210<br>Germantown, MD 20875 | (301) 972-1700 |
| AMCA | Air Movement and Control Association International, Inc.<br>30 W. University Dr.<br>Arlington Heights, IL 60004-1893 | (847) 394-0150 |

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| | www.amca.org | |
| ANLA | American Nursery and Landscape Association<br>(Formerly: American Association of Nurserymen)<br>1250 Eye St., NW, Suite 500<br>Washington, DC 20005 | (202) 789-2900 |
| ANSI | American National Standards Institute<br>11 West 42nd St., 13th Floor<br>New York, NY 10036-8002<br>www.ansi.org | (212) 642-4900 |
| AOAC | AOAC International<br>481 N. Frederick Ave., Suite 500<br>Gaithersburg, MD 20877 | (301) 924-7077 |
| AOSA | Association of Official Seed Analysts<br>201 N. 8th St., Suite 400<br>P.O. Box 81152<br>Lincoln, NE 68501-1152 | (402) 476-3852 |
| APA | APA-The Engineered Wood Association<br>(Formerly: American Plywood Association)<br>P.O. Box 11700<br>Tacoma, WA 98411-0700<br>www.apawood.org | (206) 565-6600 |
| APA | Engineerural Precast Association<br>P.O. Box 08669<br>Fort Myers, FL 33908-0669 | (941) 454-6989 |
| API | American Petroleum Institute<br>1220 L St., NW, Suite 900<br>Washington, DC 20005-8029 | (202) 682-8000 |
| ARI | Air-Conditioning and Refrigeration Institute<br>4301 Fairfax Dr., Suite 425<br>Arlington, VA 22203<br>www.ari.org | (703) 524-8800 |
| ARMA | Asphalt Roofing Manufacturers Association<br>Center Park<br>4041 Powder Mill Rd., Suite 404<br>Calverton, MD 20705 | (301) 231-9050 |
| ASA | Acoustical Society of America<br>500 Sunnyside Blvd.<br>Woodbury, NY 11797 | (516) 576-2360 |
| ASC | Adhesive and Sealant Council<br>1627 K St., NW, Suite 1000<br>Washington, DC 20006-1707 | (202) 452-1500 |
| ASCA | Engineerural Spray Coaters Association<br>230 W. Wells St., Suite 311<br>Milwaukee, WI 53203 | (414) 273-3430 |

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| ASCE | American Society of Civil<br>Engineers-World Headquarters<br>1801 Alexander Bell Dr.<br>Reston, VA 20191-4400<br>www.asce.org | (800) 548-2723<br>(703) 295-6000 |
| ASHES | American Society for Healthcare<br>Environmental Services - Division<br>of the American Hospital Assoc.<br>One North Franklin, Suite 2700<br>Chicago, IL 60606 | (800) 424-2626<br>(312) 422-3860 |
| ASHRAE | American Society of Heating,<br>Refrigerating and Air-<br>Conditioning Engineers<br>1791 Tullie Circle, NE<br>Atlanta, GA 30329-2305<br>www.ashrae.org | (800) 527-4723<br>(404) 636-8400 |
| ASLA | American Society of Landscape Engineers<br>4401 Connecticut Ave., NW, 5th Floor<br>Washington, DC 20008-2369<br>www.asla.org | (202) 686-2752 |
| ASME | American Society of Mechanical<br>Engineers<br>345 East 47th St.<br>New York, NY 10017-2392<br>www.asme.org | (800) 434-2763<br>(212) 705-7722 |
| ASPA | American Sod Producers Association<br>(See TPI) | |
| ASPE | American Society of Plumbing Engineers<br>3617 Thousand Oaks Blvd., Suite 210<br>Westlake Village, CA 91362-3649 | (805) 495-7120 |
| ASQC | American Society for Quality<br>Control<br>611 East Wisconsin, Ave.<br>Milwaukee, WI 53201-3005<br>www.asqc.org | (800) 248-1946<br>(414) 272-8575 |
| ASSE | American Society of Sanitary Engineering<br>28901 Clemens Rd.<br>Westlake, OH 44145<br>www.asse-plumbing.org | (216) 835-3040 |
| ASTM | American Society for Testing and Materials<br>100 Barr Harbor Dr.<br>West Conshohocken, PA 19428-2959<br>www.astm.org | (610) 832-9500 |
| ATIS | Alliance for Telecommunications Industry Solutions<br>(Formerly: Exchange Carriers Standards Association)<br>1200 G St., NW, Suite 500 | (202) 628-6380 |

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| | Washington, DC 20005 | |
| AWCI | Association of the Wall and Ceiling Industries--International<br>307 E. Annandale Rd., Suite 200<br>Falls Church, VA 22042-2433<br>www.awci.org | (703) 534-8300 |
| AWCMA | American Window Covering Manufacturers Association<br>(See WCMA) | |
| AWI | Engineerural Woodwork Institute<br>1952 Isaac Newton Sq.<br>Reston, VA 20190<br>www.awinet.org | (703) 733-0600 |
| AWPA | American Wood Preservers' Association<br>3246 Fall Creek Hwy, Suite 1900<br>Granbury, TX 76049-7979 | (817) 326-6300 |
| AWPB | American Wood Preservers' Bureau<br>(This organization is now defunct.) | |
| AWS | American Welding Society<br>550 NW LeJeune Rd.<br>Miami, FL 33126<br>www.amweld.org | (800) 443-9353<br>(305) 443-9353 |
| AWWA | American Water Works Association<br>6666 W. Quincy Ave.<br>Denver, CO 80235<br>www.awwa.org | (800) 926-7337<br>(303) 794-7711 |
| BANC | Brick Association of North<br>Carolina<br>P.O. Box 13290<br>Greensboro, NC 27415-3290 | (800) 622-7425<br>(910) 273-5566 |
| BHMA | Builders Hardware Manufacturers Association<br>355 Lexington Ave., 17th Floor<br>New York, NY 10017-6603 | (212) 661-4261 |
| BIA | Brick Institute of America<br>11490 Commerce Park Dr.<br>Reston, VA 22091-1525<br>www.bia.org | (703) 620-0010 |
| BIFMA | The Business and Institutional Furniture Manufacturer's Association<br>2680 Horizon Dr., SE, Suite A1<br>Grand Rapids, MI 49546-7500<br>www.bifma.com | (616) 285-3963 |
| CAGI | Compressed Air and Gas Institute<br>c/o Thomas Associates, Inc.<br>1300 Sumner Ave.<br>Cleveland, OH 44115-2851 | (216) 241-7333 |

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| | www.taol.com/cagi | |
| CAUS | Color Association of the United States<br>409 W. 44th St.<br>New York, NY 10036-4402 | (212) 582-6884 |
| CBM | Certified Ballast Manufacturers Association<br>1422 Euclid Ave., Suite 402<br>Cleveland, OH 44115-2094 | (216) 241-0711 |
| CCC | Carpet Cushion Council<br>P.O. Box 546<br>Riverside, CT 06878-0546 | (203) 637-1312 |
| CDA | Copper Development Association<br>Inc.<br>260 Madison Ave., 16th Floor<br>New York, NY 10016-2401<br>www.copper.org | (800) 232-3282<br>(212) 251-7200 |
| CFFA | Chemical Fabrics & Film Association, Inc.<br>c/o Thomas Associates, Inc.<br>1300 Sumner Ave.<br>Cleveland, OH 44115-2851<br>www.taol.com/cffa | (216) 241-7333 |
| CGA | Compressed Gas Association<br>1725 Jefferson Davis Hwy, Suite 1004<br>Arlington, VA 22202-4102<br>www.cganet.com | (703) 412-0900 |
| CGSB | Canadian General Standards Board<br>Place du Portage<br>Phase III, 6B1<br>11 Laurier St.<br>Hull, Quebec K1A 1G6<br>CANADA<br>www.pwgsc.gc.ca/cgsb<br>Mailing Address:<br>Canadian General Standards Board<br>Sales Centre<br>Ottawa K1A 1G5<br>CANADA | (819) 956-3500<br><br><br><br><br><br><br><br>(800) 665-2472<br>(819) 956-0425 |
| CISCA | Ceilings and Interior Systems Construction Association<br>1500 Lincoln Hwy, Suite 202<br>St. Charles, IL 60174<br>www.cisca.org | (630) 584-1919 |
| CISPI | Cast Iron Soil Pipe Institute<br>5959 Shallowford Rd., Suite 419<br>Chattanooga, TN 37421 | (423) 892-0137 |
| CLFMI | Chain Link Fence Manufacturers Institute<br>9891 Broken Land Pkwy, Suite 300<br>Columbia, MD 21046 | (301) 596-2584 |

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| CPPA | Corrugated Polyethylene Pipe Association<br>432 N. Superior St.<br>Toledo, OH 43604 | (800) 510-2772<br>(419) 241-2221 |
| CRI | Carpet and Rug Institute<br>310 S. Holiday, Ave.<br>Dalton, GA 30722-2048<br>www.carpet-rug.com | (800) 882-8846<br>(706) 278-3176 |
| CRSI | Concrete Reinforcing Steel Institute<br>933 N. Plum Grove Rd.<br>Schaumburg, IL 60173-4758<br>www.crsi.org | (847) 517-1200 |
| CSSB | Cedar Shake and Shingle Bureau<br>515 116th Ave., NE, Suite 275<br>Bellevue, WA 98004-5294 | (206) 453-1323 |
| CTI | Ceramic Tile Institute of America<br>12061 West Jefferson Blvd.<br>Culver City, CA 90230-6219 | (310) 574-7800 |
| CTI | Cooling Tower Institute<br>P.O. Box 73383<br>Houston, TX 77273 | (281) 583-4087 |
| DASMA | Door and Access Systems Manufacturers Association, International<br>(Formerly: National Association of Garage Door Manufacturers)<br>c/o Thomas Associates, Inc.<br>1300 Sumner Ave.<br>Cleveland, OH 44115-2851<br>www.taol.com/dasma | (216) 241-7333 |
| DHI | Door and Hardware Institute<br>(Formerly: National Builders Hardware Association)<br>14170 Newbrook Dr.<br>Chantilly, VA 20151-2223<br>www.dhi.org | (703) 222-2010 |
| DIPRA | Ductile Iron Pipe Research Association<br>245 Riverchase Pkwy East, Suite O<br>Birmingham, AL 35244 | (205) 988-9870 |
| DLPA | Decorative Laminate Products Association<br>(Dissolved in 1995 - Now part of KCMA.) | |
| ECSA | Exchange Carriers Standards Association<br>(See ATIS) | |
| EIA | Electronic Industries Association<br>2500 Wilson Blvd. | (703) 907-7500 |

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| | Arlington, VA 22201 | |
| EIMA | EIFS Industry Members Association<br>402 N. Fourth St., Suite 102<br>Yakima, WA 98901-2470<br>www.eifsfacts.com | (800) 294-3462<br>(509) 457-3500 |
| EJMA | Expansion Joint Manufacturers Association<br>25 N. Broadway<br>Tarrytown, NY 10591-3201 | (914) 332-0040 |
| ETL | ETL Testing Laboratories, Inc.<br>(Now part of ITS) | |
| FCI | Fluid Controls Institute<br>c/o Thomas Associates, Inc<br>1300 Sumner Ave.<br>Cleveland, OH 44115-2851<br>www.taol.com/fci | (216) 241-7333 |
| FCICA | Floor Covering Installation Contractors Association<br>(Formerly: Floor Covering Installation Board)<br>P.O. Box 948<br>Dalton, GA 30722-0948 | (706) 226-5488 |
| FGMA | Flat Glass Marketing Association<br>(See GANA) | |
| FM | Factory Mutual System<br>1151 Boston-Providence Tnpk.<br>P.O. Box 9102<br>Norwood, MA 02062-9102<br>www.factorymutual.com | (781) 762-4300 |
| FTI | Facing Tile Institute<br>c/o Stark Ceramics<br>P.O. Box 8880<br>Canton, OH 44711 | (330) 488-1211 |
| GA | Gypsum Association<br>810 First St., NE, Suite 510<br>Washington, DC 20002<br>www.usg.com | (202) 289-5440 |
| GANA | Glass Association of North America<br>(Formerly: Flat Glass Marketing Association)<br>3310 SW Harrison St.<br>Topeka, KS 66611-2279<br>www.glasswebsite.com/gana | (913) 266-7013 |
| GRI | Geosynthetic Research Institute<br>33rd and Lancaster Walk<br>Rush Building, West Wing<br>Philadelphia, PA 19104<br>www.gri-server.coe.drexel.edu | (215) 895-2343 |
| HEI | Heat Exchange Institute | (216) 241-7333 |

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| | c/o Thomas Associates, Inc.<br>1300 Sumner Ave.<br>Cleveland, OH 44115-2851<br>www.taol.com/hei | |
| HI | Hydraulic Institute<br>9 Sylvan Way<br>Parsippany, NJ 07054-3802 | (201) 267-9700 |
| HI | Hydronics Institute<br>Division of Gas Appliance Manufacturers Association<br>P.O. Box 218<br>35 Russo Pl.<br>Berkeley Heights, NJ 07922<br>www.gamanet.org | (908) 464-8200 |
| HMA | Hardwood Manufacturers Association<br>(Formerly: Southern Hardwood Lumber Manufacturers Association)<br>400 Penn Center Blvd., Suite 530<br>Pittsburgh, PA 15235-5605<br>www.hardwood.org | (412) 829-0770 |
| HPVA | Hardwood Plywood and Veneer Association<br>1825 Michael Farraday Dr.<br>P.O. Box 2789<br>Reston, VA 22195-0789<br>www.hpva.org | (703) 435-2900 |
| IAS | International Approval Services<br>8504 East Pleasant Valley Rd.<br>Cleveland, OH 44131<br>www.iasapprovals.org | (216) 524-4990 |
| IBD | Institute of Business Designers<br>(Now part of IIDA) | |
| ICEA | Insulated Cable Engineers Association, Inc.<br>P.O. Box 440<br>South Yarmouth, MA 02664 | (508) 394-4424 |
| IEC | International Electrotechnical Commission<br>(Available from ANSI)<br>11 West 42nd St., 13th Floor<br>New York, NY 10036-8002 | (212) 642-4900 |
| IEEE | Institute of Electrical and<br>Electronics Engineers<br>345 E. 47th St.<br>New York, NY 10017-2394<br>www.ieee.org | (800) 678-4333<br>(212) 705-7900 |
| IESNA | Illuminating Engineering Society of North America<br>120 Wall St., 17th Floor<br>New York, NY 10005-4001<br>www.iesna.org | (212) 248-5000 |

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| IGCC | Insulating Glass Certification Council<br>(Now part of ITS) | |
| IIDA | International Interior Design Association<br>341 Merchandise Mart<br>Chicago, IL 60654-1104 | (312) 467-1950 |
| ILI | Indiana Limestone Institute of America<br>Stone City Bank Building, Suite 400<br>Bedford, IN 47421 | (812) 275-4426 |
| IMSA | International Municipal Signal<br>Association<br>P.O. Box 539<br>165 E. Union St.<br>Newark, NY 14513 | (800) 723-4672<br>(315) 331-2182 |
| INCE | Institute of Noise Control Engineering<br>P.O. Box 3206, Arlington Branch<br>Poughkeepsie, NY 12603 | (914) 462-4006 |
| IRI | Industrial Risk Insurers<br>P.O. Box 5010<br>85 Woodland St.<br>Hartford, CT 06102-5010 | (860) 520-7300 |
| ISA | ISA - International Society for Measurement and Control<br>P.O. Box 12277<br>67 Alexander Dr.<br>Research Triangle Park, NC 27709<br>www.isa.org | (919) 549-8411 |
| ISS | Iron and Steel Society<br>410 Commonwealth Dr.<br>Warrendale, PA 15086-7512<br>www.issource.org | (412) 776-1535 |
| ISWA | Insect Screening Weavers Association<br>P.O. Box 1018<br>Ossining, NY 10562 | (914) 962-9052 |
| ITS | Intertek Testing Services<br>(Formerly: Inchcape Testing Services)<br>P.O. Box 2040<br>3933 US Route 11<br>Cortland, NY 13045-7902<br>www.itsglobal.com | (800) 345-3851<br>(607) 753-6711 |
| KCMA | Kitchen Cabinet Manufacturers Association<br>(Formerly: National Kitchen Cabinet Association)<br>1899 Preston White Dr.<br>Reston, VA 22091-4326<br>www.kema.org | (703) 264-1690 |
| LGSI | Light Gage Structural Institute | (972) 625-4560 |

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| | c/o Loseke Technologies, Inc.<br>P.O. Box 560746<br>The Colony, TX 75056 | |
| LIA | Lead Industries Association, Inc.<br>295 Madison Ave.<br>New York, NY 10017<br>www.leadinfo.com | (800) 422-5323<br>(212) 578-4750 |
| LMA | Laminating Materials Association<br>(Formerly: American Laminators Association)<br>116 Lawrence St.<br>Hillsdale, NJ 07642-2730<br>www.lma.org | (201) 664-2700 |
| LPI | Lightning Protection Institute<br>3335 N. Arlington Heights Rd., Suite E<br>Arlington Heights, IL 60004-7700 | (800) 488-6864<br>(847) 577-7200 |
| MBMA | Metal Building Manufacturer's Association<br>c/o Thomas Associates, Inc.<br>1300 Sumner Ave.<br>Cleveland, OH 44115-2851<br>www.taol.com/mbma | (216) 241-7333 |
| MCAA | Mechanical Contractors Association of America<br>1385 Piccard Dr.<br>Rockville, MD 20850-4329 | (301) 869-5800 |
| MFMA | Maple Flooring Manufacturers Association<br>60 Revere Dr., Suite 500<br>Northbrook, IL 60062<br>www.maplefloor.com | (847) 480-9138 |
| MFMA | Metal Framing Manufacturers Association<br>(Formerly: Wood and Synthetic Flooring Institute)<br>401 N. Michigan Ave.<br>Chicago, IL 60611 | (312) 644-6610 |
| MHI | Material Handling Institute<br>(A Division of the Material Handling Industry)<br>8720 Red Oak Blvd., Suite 201<br>Charlotte, NC 28217-3992<br>www.mhi.org | (800) 345-1815<br>(704) 522-8644 |
| MIA | Marble Institute of America<br>30 Eden Alley, Suite 301<br>Columbus, OH 43215<br>www.marble-institute.com | (614) 228-6194 |
| MIA | Masonry Institute of America<br>2550 Beverly Blvd.<br>Los Angeles, CA 90057<br>www.masonryinstitute.org | (213) 388-0472 |
| ML/SFA | Metal Lath/Steel Framing Association | (312) 456-5590 |

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| | (A Division of the NAAMM)<br>8 South Michigan Ave., Suite 1000<br>Chicago, IL 60603 | |
| MRCA | Midwest Roofing Contractors Association<br>4840 W. 15th St., Suite 1000<br>Lawrence, KS 66049 | (800) 879-4448<br>(913) 843-4888 |
| MSS | Manufacturers Standardization Society of the Valve and Fittings Industry<br>127 Park St., NE<br>Vienna, VA 22180-4602 | (703) 281-6613 |
| NAA | National Arborist Association<br>P.O. Box 1094<br>Amherst, NH 03031-1094<br>www.natlarb.com | (800) 733-2622<br>(603) 673-3311 |
| NAAMM | National Association of Engineerural Metal Manufacturers<br>8 South Michigan Ave., Suite 1000<br>Chicago, IL 60603<br>www.gss.net/naamm | (312) 456-5590 |
| NAGDM | National Association of Garage Door Manufacturers<br>(See DASMA) | |
| NAIMA | North American Insulation Manufacturers Association<br>(Formerly: Thermal Insulation Manufacturers Association)<br>44 Canal Center Plaza, Suite 310<br>Alexandria, VA 22314<br>www.naima.org | (703) 684-0084 |
| NAMI | National Accreditation & Management Institute, Inc.<br>P.O. Box 366<br>207 S. Washington St.<br>Berkeley Springs, WV 25411 | (304) 258-5100 |
| NAPA | National Asphalt Pavement Association<br>NAPA Building<br>5100 Forbes Blvd.<br>Lanham, MD 20706-4413 | (301) 731-4748 |
| NAPM | National Association of Photographic Manufacturers<br>550 Mamaroneck Ave.<br>Harrison, NY 10528 | (914) 698-7603 |
| NBHA | National Builders Hardware Association<br>(See DHI) | |
| NCAC | National Council of Acoustical Consultants<br>P.O. Box 359<br>66 Morris Ave., Suite 1A<br>Springfield, NJ 07081 | (201) 564-5859 |
| NCCA | National Coil Coaters Association | (312) 321-6894 |

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| | 401 N. Michigan Ave.<br>Chicago, IL 60611 | |
| NCMA | National Concrete Masonry Association<br>2302 Horse Pen Rd.<br>Herndon, VA 20171-3499<br>www.ncma.org | (703) 713-1900 |
| NCPI | National Clay Pipe Institute<br>P.O. Box 759<br>253-80 Center St.<br>Lake Geneva, WI 53147 | (414) 248-9094 |
| NCRPM | National Council on Radiation Protection and Measurements<br>7910 Woodmont Ave., Suite 800<br>Bethesda, MD 20814-3095<br>www.ncrp.com | (800) 229-2652<br>(301) 657-2652 |
| NCSPA | National Corrugated Steel Pipe Association<br>1255 23rd St., NW, Suite 850<br>Washington, DC 20037<br>www.ncspa.org | (202) 452-1700 |
| NEBB | Natural Environmental Balancing Bureau<br>8575 Grovemont Circle<br>Gaithersburg, MD 20877-4121 | (301) 977-3698 |
| NECA | National Electrical Contractors Association<br>3 Bethesda Metro Center, Suite 1100<br>Bethesda, MD 20814-5372 | (301) 657-3110 |
| NEI | National Elevator Industry<br>185 Bridge Plaza North, Suite 310<br>Fort Lee, NJ 07024 | (201) 944-3211 |
| NELMA | Northeastern Lumber Manufacturers Association<br>272 Tuttle Rd.<br>P.O. Box 87A<br>Cumberland Center, ME 04021 | (207) 829-6901 |
| NEMA | National Electrical Manufacturers Association<br>1300 N 17th St., Suite 1847<br>Rosslyn, VA 22209<br>www.nema.org | (703) 841-3200 |
| NETA | InterNational Electrical Testing Association<br>P.O. Box 687<br>106 Stone St.<br>Morrison, CO 80465-1526<br>www.electricnet.com/neta | (303) 697-8441 |
| NFPA | National Fire Protection Association<br>One Batterymarch Park<br>P.O. Box 9101 | (800) 344-3555<br>(617) 770-3000 |

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| | Quincy, MA 02269-9101<br>www.nfpa.org | |
| NFPA | National Forest Products Association<br>(See AFPA) | |
| NFRC | National Fenestration Rating Council Incorporated<br>1300 Spring St., Suite 120<br>Silver Spring, MD 20910<br>www.nfrc.org | (301) 589-NFRC |
| NHLA | National Hardwood Lumber Association<br>P.O. Box 34518<br>Memphis, TN 38184-0518<br>www.natlhardwood.org | (901) 377-1818 |
| NIA | National Insulation Association<br>(Formerly: National Insulation and Abatement Contractors Association)<br>99 Canal Center Plaza, Suite 222<br>Alexandria, VA 22314<br>www.insulation.org | (703) 683-6422 |
| NIAC | National Insulation and Abatement Contractors Association<br>(See NIA) | |
| NKCA | National Kitchen Cabinet Association<br>(See KCMA) | |
| NLGA | National Lumber Grades Authority<br>#406-First Capital Pl.,<br>960 Quayside Dr.<br>New Westminster, BC V3M 6G2 | (604) 524-2393 |
| NOFMA | National Oak Flooring Manufacturers Association<br>P.O. Box 3009<br>Memphis, TN 38173-0009 | (901) 526-5016 |
| NPA | National Particleboard Association<br>18928 Premiere Ct.<br>Gaithersburg, MD 20879-1569<br>www.pbmdf.com | (301) 670-0604 |
| NPCA | National Paint and Coatings Association<br>1500 Rhode Island Ave., NW<br>Washington, DC 20005-5597<br>www.paint.org | (202) 462-6272 |
| NRCA | National Roofing Contractors Association<br>O'Hare International Center<br>10255 W. Higgins Rd., Suite 600<br>Rosemont, IL 60018-5607<br>www.roofonline.org | (800) 323-9545<br>(847) 299-9070 |
| NRMCA | National Ready Mixed | (301) 587-1400 |

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| | Concrete Association<br>900 Spring St.<br>Silver Spring, MD 20910<br>www.nrmca.org | |
| NSA | National Stone Association<br>1415 Elliot Pl., NW<br>Washington, DC 20007<br>www.aggregates.org | (202) 342-1100 |
| NSF | NSF International<br>(Formerly: National Sanitation Foundation)<br>P.O. Box 130140<br>Ann Arbor, MI 48113-0140<br>www.nsf.org | (313) 769-8010 |
| NSSEA | National School Supply and<br>Equipment Association<br>8300 Colesville Rd., Suite 250<br>Silver Spring, MD 20910 | (800) 395-5550<br>(301) 495-0240 |
| NTMA | National Terrazzo and Mosaic<br>Association<br>3166 Des Plaines Ave., Suite 121<br>Des Plaines, IL 60018<br>www.ntma.com | (800) 323-9736<br>(847) 635-7744 |
| NUSIG | National Uniform Seismic Installation Guidelines<br>12 Lahoma Ct.<br>Alamo, CA 94526 | (510) 946-0135 |
| NWMA | National Woodwork Manufacturers Association<br>(See NWWDA) | |
| NWWDA | National Wood Window and Door<br>Association<br>(Formerly: National Woodwork Manufacturers Association)<br>1400 E. Touhy Ave., G-54<br>Des Plaines, IL 60018<br>www.nwwda.org | (800) 223-2301<br>(847) 299-5200 |
| PATMI | Power Actuated Tool Manufacturers' Institute, Inc.<br>1603 Boonslick Rd.<br>St. Charles, MO 63301-2244 | (314) 947-6610 |
| PCA | Portland Cement Association<br>5420 Old Orchard Rd.<br>Skokie, IL 60077-1083<br>www.portcement.org | (847) 966-6200 |
| PCI | Precast/Prestressed Concrete Institute<br>175 W. Jackson Blvd.<br>Chicago, IL 60604<br>www.pci.org | (312) 786-0300 |
| PDCA | Painting and Decorating | (800) 332-7322 |

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| | Contractors of America<br>3913 Old Lee Hwy, Suite 33-B<br>Fairfax, VA 22030<br>www.pdca.com | (703) 359-0826 |
| PDI | Plumbing and Drainage Institute<br>45 Bristol Dr., Suite 101<br>South Easton, MA 02375 | (800) 589-8956<br>(508) 230-3516 |
| PEI | Porcelain Enamel Institute<br>4004 Hillsboro Pike, Suite 224-B<br>Nashville, TN 37215<br>www.porcelainenamel.com | (615) 385-5357 |
| PGI | PVC Geomembrane Institute<br>P.O. Box 4226<br>Traverse City, MI 49685<br>users.aol.com/forPVC1 | (616) 933-6373 |
| PPFA | Plastic Pipe and Fittings Association<br>800 Roosevelt Rd., Building C, Suite 20<br>Glen Ellyn, IL 60137-5833 | (630) 858-6540 |
| PPI | Plastic Pipe Institute<br>(The Society of the Plastics Industry, Inc.)<br>1801 K St., NW, Suite 600L<br>Washington, DC 20006<br>www.plasticpipe.org | (202) 974-5306 |
| RCMA | Roof Coatings Manufacturers Association<br>Center Park<br>4041 Powder Mill Rd., Suite 404<br>Calverton, MD 20705 | (301) 230-2501 |
| RCSC | Research Council on Structural Connections<br>Sargent & Lundy<br>55 E. Monroe St.<br>Chicago, IL 60603 | (312) 269-2424 |
| RFCI | Resilient Floor Covering Institute<br>966 Hungerford Dr., Suite 12-B<br>Rockville, MD 20850-1714 | (301) 340-8580 |
| RMA | Rubber Manufacturers Association<br>1400 K St., NW, Suite 900<br>Washington, DC 20005<br>www.rma.org | (800) 220-7620<br>(202) 682-4800 |
| SAE | SAE International<br>400 Commonwealth Dr.<br>Warrendale, PA 15096-0001<br>For publications: Call (412) 776-4970 | (412) 776-4841 |
| SDI | Steel Deck Institute<br>P.O. Box 25<br>Fox River Grove, IL 60021 | (847) 462-1930 |

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| | www.sdi.org | |
| SDI | Steel Door Institute<br>30200 Detroit Rd.<br>Cleveland, OH 44145-1967 | (216) 889-0010 |
| SEFA | Scientific Equipment and Furniture Association<br>1028 Duchess Dr.<br>McLean, VA 22102-2010<br>www.sefalabfurn.com | (703) 790-8661 |
| SEGD | Society for Environmental Graphic Design<br>401 F St., NW, Suite 333<br>Washington, DC 20001-2728 | (202) 638-5555 |
| SGCC | Safety Glazing Certification Council<br>(Now part of ITS) | |
| SHLMA | Southern Hardwood Lumber Manufacturers Association<br>(See HMA) | |
| SIGMA | Sealed Insulating Glass Manufacturers Association<br>401 N. Michigan Ave.<br>Chicago, IL 60611-4267 | (312) 644-6610 |
| SJI | Steel Joist Institute<br>3127 10th Ave., North Ext.<br>Myrtle Beach, SC 29577-6760 | (803) 626-1995 |
| SMA | Screen Manufacturers Association<br>2850 S. Ocean Blvd., Suite 114<br>Palm Beach, FL 33480-5535 | (561) 533-0991 |
| SMACNA | Sheet Metal and Air Conditioning Contractors' National Association, Inc.<br>4201 Lafayette Center Dr.<br>P.O. Box 221230<br>Chantilly, VA 20151-1209<br>www.smacna.org | (703) 803-2980 |
| SPI | Society of the Plastics Industry, Inc.<br>Spray Polyurethane Division<br>1801 K St., NW, Suite 600K<br>Washington, DC 20006<br>www.socplas.org | (800) 951-2001<br>(202) 974-5200 |
| SPIB | Southern Pine Inspection Bureau<br>4709 Scenic Hwy<br>Pensacola, FL 32504-9094 | (904) 434-2611 |
| SPRI | SPRI<br>(Formerly: Single Ply Roofing Institute)<br>175 Highland Ave.<br>Needham Heights, MA 02194-3034 | (617) 444-0242 |

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| SSINA | Specialty Steel Industry of North America<br>c/o Collier, Shannon Rill & Scott<br>3050 K St., NW, Suite 400<br>Washington, DC 20007<br>www.ssina.com | (800) 982-0355<br>(202) 342-8630 |
| SSPC | Steel Structures Painting Council<br>40 24th St., 6th Floor<br>Pittsburgh, PA 15222-4643 | (412) 281-2331 |
| SSPMA | Sump and Sewage Pump Manufacturers Association<br>P.O. Box 647<br>Northbrook, IL 60065-0647 | (847) 559-9233 |
| STI | Steel Tank Institute<br>570 Oakwood Rd.<br>Lake Zurich, IL 60047-1559 | (847) 438-8265 |
| SWI | Steel Window Institute<br>c/o Thomas Associates, Inc.<br>1300 Sumner Ave.<br>Cleveland, OH 44115-2851<br>www.taol.com/swi | (216) 241-7333 |
| SWPA | Submersible Wastewater Pump Association<br>1806 Johns Dr.<br>Glenview, IL 60025-1657 | (847) 729-7972 |
| SWRI | Sealant, Waterproofing and Restoration Institute<br>2841 Main<br>Kansas City, MO 64108 | (816) 472-7974 |
| TCA | Tile Council of America<br>100 Clemson Research Blvd.<br>Anderson, SC 29625 | (864) 646-8453 |
| TIMA | Thermal Insulation Manufacturers Association<br>(See NAIMA) | |
| TPI | Truss Plate Institute<br>(Formerly: American Sod Producers Association)<br>583 D'Onofrio Dr., Suite 200<br>Madison, WI 53719 | (608) 833-5900 |
| TPI | Turfgrass Producers International<br>(Formerly: American Sod Producers Association)<br>1855-A Hicks Rd.<br>Rolling Meadows, IL 60008 | (800) 405-8873<br>(847) 705-9898 |
| UL | Underwriters Laboratories Inc.<br>333 Pfingsten Rd.<br>Northbrook, IL 60062<br>www.ul.com | (800) 704-4050<br>(847) 272-8800 |
| UNI | Uni-Bell PVC Pipe Association | (972) 243-3902 |

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| | 2655 Villa Creek Dr., Suite 155<br>Dallas, TX 75234<br>www.members.aol.com/unibell1 | |
| USITT | USITT: The American Association of Design and Production Professionals in the Performing Arts<br>6443 Ridings Rd.<br>Syracuse, NY 13206-1111 | (800) 938-7488<br>(315) 463-6463 |
| USP | U.S. Pharmacopeia<br>(Formerly: U.S. Pharmacopoeial Convention)<br>12601 Twinbrook Pkwy<br>Rockville, MD 20852-1790 | (800) 227-8772<br>(301) 881-0666 |
| WA | Wallcoverings Association<br>401 N. Michigan Ave.<br>Chicago, IL 60611-4267 | (312) 644-6610 |
| WCLIB | West Coast Lumber Inspection Bureau<br>P.O. Box 23145<br>Portland, OR 97281-3145 | (503) 639-0651 |
| WCMA | Window Covering Manufacturers Association<br>(Formerly: American Window Covering Manufacturers Association)<br>355 Lexington Ave., 17th Floor<br>New York, NY 10017-6603 | (212) 661-4261 |
| WEF | Water Environment Federation<br>(Formerly: Water Pollution Control Federation)<br>601 Wythe St.<br>Alexandria, VA 22314-1994 | (703) 684-2400 |
| WIC | Woodwork Institute of California<br>P.O. Box 980247<br>West Sacramento, CA 95798-0247 | (916) 372-9943 |
| WMMPA | Wood Moulding & Millwork Producers Association<br>507 First St.<br>Woodland, CA 95695<br>www.wmmpa.com | (800) 550-7889<br>(916) 661-9591 |
| WPCF | Water Pollution Control Federation<br>(See WEF) | |
| WRI | Wire Reinforcement Institute<br>203 Loudoun St., SW<br>Leesburg, VA 20175-2718 | (703) 779-2339 |
| WSC | Water Systems Council<br>Building C, Suite 20<br>800 Roosevelt Rd.<br>Glen Ellyn, IL 60137 | (630) 545-1762 |

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| WSFI | Wood and Synthetic Flooring Institute<br>(See MFMA) | |
| WWPA | Western Wood Products Association<br>Yeon Building<br>522 SW 5th Ave.<br>Portland, OR 97204-2122 | (503) 224-3930 |

G. Federal Government Agencies: Names and titles of Federal Government standards- or specification-producing agencies are often abbreviated. The following abbreviations and acronyms referenced in the Contract Documents indicate names of standards- or specification-producing agencies of the Federal Government. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

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| CE | Corps of Engineers<br>(U.S. Department of the Army)<br>20 Massachusetts Ave., NW<br>Washington, DC 20314<br>CRD standards are available from:<br>U.S. Army Corps of Engineers<br>Waterways Experiment Station<br>Technical Report Distribution Section<br>Services Branch, TIC<br>3909 Halls Ferry Rd.<br>Vicksburg, MS 39180-6199 | (202) 761-0660<br><br><br><br><br><br><br>(601) 634-2696 |
| CFR | Code of Federal Regulations<br>(Available from the Government Printing Office)<br>Washington, DC 20401<br>(Material is usually published first in the "Federal Register.")<br>www.access.gpo.gov | (202) 512-0000 |
| CPSC | Consumer Product Safety Commission<br>East West Towers<br>4330 East-West Hwy<br>Bethesda, MD 20814 | (800) 638-2772 |
| CS | Commercial Standard<br>(U.S. Department of Commerce)<br>Government Printing Office<br>Washington, DC 20402<br>For Commercial standards, contact:<br>Ms. Brenda Umberger<br>CS & PS Specialist<br>c/o NIST<br>Gaithersburg, MD 20899 | (202) 512-1800<br><br><br><br><br><br><br>(301) 975-4036 |
| DOC | Department of Commerce<br>14th St. and Constitution Ave., NW<br>Washington, DC 20230 | (202) 482-2000 |

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| DOT | Department of Transportation<br>400 Seventh St., SW<br>Washington, DC 20590 | (202) 366-4000 |
| EPA | Environmental Protection Agency<br>401 M St., SW<br>Washington, DC 20460 | (202) 260-2090 |
| FAA | Federal Aviation Administration<br>(U.S. Department of Transportation)<br>800 Independence Ave., SW<br>Washington, DC 20591 | (202) 366-4000 |
| FCC | Federal Communications Commission<br>1919 M St., NW<br>Washington, DC 20554 | (202) 418-0126 |
| FDA | Food and Drug Administration<br>5600 Fishers Lane<br>Rockville, MD 20857 | (301) 443-1544 |
| FHA | Federal Housing Administration<br>(U.S. Department of Housing and Urban Development)<br>451 Seventh St., SW<br>Washington, DC 20410 | (202) 401-0388 |
| FS | Federal Specification Unit<br>(Available from GSA)<br>470 East L'Enfant Plaza, SW, Suite 8100<br>Washington, DC 20407 | (202) 619-8925 |
| GSA | General Services Administration<br>F St. and 18th St., NW<br>Washington, DC 20405 | (202) 708-5082 |
| MIL | Military Standardization Documents<br>(U.S. Department of Defense)<br>Defense Printing Service<br>700 Robbins Ave., Building 4D<br>Philadelphia, PA 19111 | (215) 697-2179 |
| NIST | National Institute of Standards and Technology<br>(U.S. Department of Commerce)<br>Building 101, #A1134,<br>Rte. I-270 and Quince Orchard Rd.<br>Gaithersburg, MD 20899 | (301) 975-2000 |
| OSHA | Occupational Safety and Health Administration<br>(U.S. Department of Labor)<br>200 Constitution Ave., NW<br>Washington, DC 20210 | (202) 219-8148 |
| PS | Product Standard of NBS<br>(U.S. Department of Commerce)<br>Government Printing Office | (202) 512-1800 |

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| | Washington, DC 20402<br>For Product standards, contact:<br>Ms. Brenda Umberger<br>CS & PS Specialist<br>c/o NIST<br>Gaithersburg, MD 20899 | (301) 975-4036 |
| RUS | Rural Utilities Service<br>(Formerly: Rural Electrification Administration)<br>(U.S. Department of Agriculture)<br>14th St. and Independence Ave., SW<br>Washington, DC 20250 | (202) 720-9560 |
| TRB | Transportation Research Board, National Research Council<br>2101 Constitution Ave., NW<br>Washington, DC 20418 | (202) 334-2934 |
| USDA | U.S. Department of Agriculture<br>14th St. and Independence Ave., SW<br>Washington, DC 20250 | (202) 720-8732 |
| USPS | U.S. Postal Service<br>475 L'Enfant Plaza, SW<br>Washington, DC 20260-0010 | (202) 268-2000 |

H. State Government Agencies: The following state government agencies produce standards referenced in the Contract Documents:

California

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| CBHF | State of California, Dept. of<br>Consumer Affairs<br>Bureau of Home Furnishings and Thermal Insulation Technical Information<br>3485 Orange Grove Ave.<br>North Highland, CA 95660-5595 | (800) 952-5210<br>(916) 574-2041 |

Texas

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| TFS | Texas Forest Service<br>Forest Products Laboratory<br>Highway 59 S., P.O. Box 310<br>Lufkin, TX 75902-0310 | (409) 639-8180 |

## 1.5 GOVERNING REGULATIONS AND AUTHORITIES

A. Copies of Regulations: Obtain copies of the following regulations and retain at the Project site to be available for reference by parties who have a reasonable need:

1.6 SUBMITTALS

A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01421

# SECTION 01631 - SUBSTITUTIONS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
2. Division 1 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.

### 1.3 DEFINITIONS

A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:

1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
2. Revisions to the Contract Documents requested by the Owner or Engineer.
3. Specified options of products and construction methods included in the Contract Documents.
4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

A. Substitution Request Submittal: The Engineer will consider requests for substitution if received within 30 days after commencement of the Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the Engineer.

1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.
2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

    a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors, that will be necessary to accommodate the proposed substitution.
    b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
    c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
    d. Samples, where applicable or requested.
    e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
    f. Cost information, including a proposal of the net change, if any in the Contract Sum.
    g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
    h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

4. Engineer's Action: If necessary, the Engineer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Engineer will notify the Contractor of acceptance or rejection of the substitution within 2 weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.

a. Use the product specified if the Engineer cannot make a decision on the use of a proposed substitute within the time allocated.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

A. Conditions: The Engineer will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Engineer. If the following conditions are not satisfied, the Engineer will return the requests without action except to record noncompliance with these requirements.

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents.
3. The request is timely, fully documented, and properly submitted.
4. The specified product or method of construction cannot be provided within the Contract Time. The Engineer will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
5. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
6. The requested substitution offers the Owner a substantial advantage, in cost, time, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.

B. The Contractor's submittal and the Engineer's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01631

# SECTION 01700 - CONTRACT CLOSEOUT

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:

1. Inspection procedures.
2. Project record document submittal.
3. Submittal of warranties.
4. Final cleaning.
5. Testing data.

B. Closeout requirements for specific construction activities are included in the appropriate Sections in the Contract Documents.

### 1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.

    a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.

3. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
4. Submit record drawings, as-built drawings by a registiered surveyer, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
5. Complete final clean-up requirements.

B. Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Engineer will repeat inspection when requested and assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

## 1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, endorsed and dated by the Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Engineer.
4. Submit consent of surety to final payment.
5. Submit a final liquidated damages settlement statement.
6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
7. Submit certified statement of acknowledgement of warranties set forth in the General and Supplemental Conditions.

B. Reinspection Procedure: The Engineer will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Engineer.

1. Upon completion of reinspection, the Engineer will prepare a certificate of final acceptance. If the Work is incomplete, the Engineer will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated.

1.5 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Engineer's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
3. Note related change-order numbers where applicable.
4. Organize hand-marked record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set and submit to the Engineer.
5. Submit utility Record Drawings per the requirements noted below.

C. Record Drawing Plan General Requirements:

1. Record drawings must be the same format as the original construction plans.
2. “Record Drawing” must be shown in large, clear print on each sheet.
3. All Record Drawings must bear the seal and signature of a Professional Engineer or Registered Land Surveyor licensed to practice in the State of Georgia.
4. Sheet size shall be in accordance with Submittal Requirements. If the sheet size is undefined in the submittal requirements, the sheet size should be no larger than 24” x 36”.
5. Plan sheets must be to scale.
6. The plan scale should be no larger than 1” = 20’ and no smaller than 1” = 100’.
7. Contour lines are not required on record drawings.
8. Hand-drawn or ‘marked-up’ construction plans will not be accepted as record drawings.
9. If applicable, the developer’s name, address and telephone number must be shown on all sheets.

10. The general contractor's name, address and telephone number must be shown on all sheets.
11. The surveyor's name, address and telephone number must be shown on all sheets.
12. Road names must be shown
13. Addresses must be shown for all parcels and/or buildings which are within the influence of the Record Drawing. If an address has not been assigned, a lot number or tax parcel ID number must be shown for the parcel.
14. The substantial completion date of the utilities and latest revision date of the drawing must be shown on all sheets.

D. Record Drawing Manhole Requirements:

1. Elevation of each manhole invert and top.
2. Invert elevation and size of all entering and exiting pipes.
3. Field-measured distance between manholes from the center of each cover.
4. Field-measured azimuth or bearing of the line from manhole to manhole.
5. Manholes should be symbolized consistently with a circle centered on the endpoints of the tangents representing the sewer mains.

E. Record Drawing Sewer Main Requirements: (Not Applicable)

1. Size and material of all sewer mains must be shown.
2. Each pipe encasement must be labeled with size, length and material.
3. Each pipe run must be labeled with the length and slope of the pipe.
4. Sewer mains must be digitized with proper directionality (drawn from the uphill node to the downhill node, or flipped after the line is drawn).
5. Sewer mains between manholes should be drawn with a single line. Lines should not continue for more than one manhole.
6. Lines symbolizing sewer mains should be snapped at the endpoints and intersect at the center of a manhole.

F. Record Drawing Service Lateral Requirements: (Not Applicable)

1. Each service lateral must be stationed from the nearest downstream manhole.
2. If stubbed to a currently undeveloped parcel, the end of each service lateral must be stationed from the nearest downstream manhole and the offset distance of the lateral end from the sewer main shown.
3. The location of each service lateral cleanout must be shown.
4. Size, material and any bends must be shown for each service lateral.

G. Record Drawing Water Main Requirements: (Not Applicable)

1. Size and material of all water mains must be shown.
2. Each pipe encasement must be labeled with size, length and material.
3. All appurtenances must be shown.
4. Water mains must be digitized with straight-line pipes consisting of two points. Straight-line pipes must begin and end at the following features (nodes): hydrants,

valves, meters, pumps, tees and crosses. Polylines must be used when a water main contains bends or elbows and does not make a straight run between two nodes.

5. Curves or arcs may be used to designate curved pipe.
6. Hydrants must be shown in their true location and must be connected to the water main by a valved fire hydrant line.
7. Water main pipe endpoints must be snapped to each other at the nodes where they meet.

H. Maximum Error Requirements:

1. Manhole inverts and tops must be measured to the nearest 0.10’ with a maximum vertical error of 0.50’ per 1,000 feet of horizontal traverse.
2. Horizontal locations must be measured to an accuracy less than or equal to 0.50’.

I. Digital Data Requirements:

1. Acceptable file formats for digital data submissions include DXF or DWG.
2. Acceptable media formats for digital data submissions include CD or DVD.
3. Record drawings must be geo-referenced to the U.S. State Plane Coordinate System, NAD 83, Georgia West Zone, U.S. Survey Feet.
4. Any layering scheme is acceptable as long as there is sufficient separation of categories. The minimum layer categories for separation are as follows:

    a. Transportation Layer
    b. Cadastral Layer
    c. Cultural Layer
    d. Hydrology Layer
    e. Other Utility Layer
    f. Control Layer
    g. Topography/DTM Layer
    h. Water Layer
    i. Sewer Layer

J. Submittal Requirements

1. Record drawing submittals (draft and final) must be labeled with the project name, general contractor name, contact name and telephone number.
2. A draft submittal of the Record Drawings must be reviewed and approved by the Engineer prior to final submittal. The draft submittal should be no larger than 24” x 36”. A transmittal letter restating the information specified in paragraph (1.) of this section and requesting record drawing review must accompany the submittal.
3. The approved final submittal of the Record Drawings must be a CD or DVD and include the following:
    a. Portable Document File (PDF) scaled to print at 100% on 24” x 36” paper, and
    b. DXF or DWG digital file.

4. The Record Drawing final submittal must include a transmittal letter restating the information specified in paragraph (1.) of this section and identifying the submittal as final Record Drawings.

K. Record Photographs and GPS Locations: To aid the Owner with the location and configuration of concealed elements of the project, certain items must be photographed and located by GPS prior to backfilling.

1. The Contractor must provide digital photographs of these elements. The photographs should have a resolution of at least 2 megapixels and be identified with the location and date taken.
2. The contractor must notify the Owner 48 hours in advance of backfilling so the Owner may locate these elements by GPS.
3. The elements to be photographed and located by GPS are as follows:
   a. Bridge structure before backfill.
4. If the Contractor fails to provide the required photographs and coordination with the Owner, the Contractor must excavate these elements, at no additional expense to the Owner, in order to fufill the photograph and coordination requirements.

L. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
3. Note related record drawing information and Product Data.
4. Upon completion of the Work, submit record Specifications to the Engineer for the Owner's records.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

A. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1 Section "Construction Facilities and Temporary Controls."

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.

    a. Clean the site, including R/W areas, of rubbish, litter, construction debris and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits.

C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction if applicable.

D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property or City of Griffin R/W. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 01700

# Part 1 General

## 1.01 Project Maintenance and Warranty

A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the OWNER.

B. The CONTRACTOR shall warrant for a period of one (1) year from the date of OWNER's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects.

C. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.

D. Manhole Liners: In addition to this one (1) year warranty, the Contractor shall provide proof that all manhole liners installed in the project have a ten (10) year manufacturers' and installers' warranty.

E. CIPP (Cured-in-Place Pipe): In addition to this one (1) year warranty, all CIPP liners shall have a five (5) year warranty from the date of final acceptance. All CIPP liners shall have a minimum design and service life of fifty (50) years. The date of final acceptance shall be the date final payment is made to the CONTRACTOR.

F. The CONTRACTOR shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another CONTRACTOR or the OWNER, or to perform any work which is normally performed by a maintenance crew during operation.

G. In the event of multiple failures of major consequences prior to the expiration of the one (1) year warranty described above, the affected unit shall be disassembled, inspected, and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as

a consequence of the failure shall be replaced. A new twelve (12) month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation.

H. As used herein, multiple failure shall be interpreted to mean two (2) or more successive failures of the same kind in the same item or failures of the same kind in two (2) or more items. Major failures may include, but are not limited to: cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear, or excessive leakage around seals.

I. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures, or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over-lubrication or under-lubrication, and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one (1) year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified, or replaced as necessary ,and re-warranted for one (1) year.

J. The CONTRACTOR shall, at CONTRACTOR'S own expense, furnish all labor, materials, tools, and equipment required, and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship, or faulty materials, in any part of the Work performed by the CONTRACTOR. Such repair shall also include refilling of trenches, excavations, or embankments, which show settlement or erosion after backfilling or placement.

K. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the CONTRACTOR'S operations, shall be promptly repaired by the CONTRACTOR at no cost to the OWNER.

L. The CONTRACTOR shall be responsible for all road and entrance reconstruction and repairs, and maintenance of same, for a period of one (1) year from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the OWNER of the road to make such repairs, the CONTRACTOR shall reimburse the OWNER of the road for the cost of such repairs.

M. In the event the CONTRACTOR fails to proceed to remedy the defects upon notification within fifteen (15) days of the date of such notice, the OWNER reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the CONTRACTOR and the sureties on CONTRACTOR'S bond liable for the cost and expense thereof.

N. Notice to CONTRACTOR for repairs and reconstruction will be made in the form of a registered letter addressed to the CONTRACTOR at CONTRACTOR'S home office.

O. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the CONTRACTOR'S liability within the law of the place of construction.

P. For Sewer Rehabilitation projects, the OWNER will perform Closed Circuit Television (CCTV) inspections prior to the end of the warranty period on a percentage of the total footage rehabilitated within the scope of the project, at the expense of the OWNER.

Q. Should the results indicate that greater than twenty percent (20%) of the inspections are found to be defective in any part, the CONTRACTOR shall be required to perform CCTV inspections on the remaining segments where rehabilitation was performed to verify conditions, at no expense to the OWNER, and shall be completed prior to the end of the warranty period.

## Part 2 Products (Not Applicable)

## Part 3 Execution (Not Applicable)

END OF SECTION

# Part 1 General

## 1.01 Scope

A. This Specification section includes cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes. The CONTRACTOR shall furnish all concrete, reinforcement, concrete design, forms, shoring, ties, form coating, materials, all labor, equipment, and other items necessary to place concrete as needed as shown on the drawings.

B. Related Work:

1. 013000 – Administrative Requirements

## 1.02 Quality Assurance

Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94 requirements for production facilities and equipment.

## 1.03 Submittals

A. Design Mixtures: For each concrete mixture submit written report to ENGINEER for each proposed concrete mix. Do not begin concrete production until mixes have been reviewed and are acceptable to ENGINEER.

B. Laboratory Reports: Submit two (2) copies of laboratory test or evaluation reports for concrete materials and mix designs.

# Part 2 Products

## 2.01 Form Materials

A. Conform to ACI 301.

B. Form Ties: Snap-off metal, cone ends.

C. Forms release agent: Non staining with no petroleum solvents, Non-Crete Company “Nox-Crete Form Coating”, Industrial Synthetics Corporation “Synthex”, or approved

equal.

D. Plywood, lumber, metal or other approved material. Provide lumber dressed on at least two edges and one side for tight fit. Reuse of job-built plywood forms shall be permitted only when specifically approved by the ENGINEER.

## 2.02 Reinforcing Steel

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

B. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.

C. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, plain, fabricated from as-drawn steel wire into flat sheets.

D. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.

## 2.03 Concrete Materials

A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

B. Cementitious Materials:

1. Portland Cement: ASTM C 150, Type I, unless otherwise indicated.

2. Fly Ash: ASTM C 618, Class C or F.

C. Normal-Weight Aggregate: ASTM C 33, selected and nominally sized and uniformly graded in accordance with ACI 318.

D. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494, Type A.

2. Retarding Admixture: ASTM C 494, Type B.

3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D

4. Air-Entraining Admixture: ASTM C 260.

## 2.04 Strength

A. Concrete ingredients shall be selected, proportioned, and mixed in such a manner as will produce a watertight durable concrete that will develop the following minimum compressive strengths at an age of twenty-eight (28) days when sampled, cured, and tested in accordance with the procedures specified in ASTM C 31 and C 39:

| Concrete Class | Age | Average of Three Consecutive Samples | Minimum Any One Specimen |
|---|---|---|---|
| Class A | 28 days | 4,000 psi | 3,500 psi |
| Class B | 28 days | 3,000 psi | 2,500 psi |

B. Should the average compressive strength of three (3) consecutive specimens or the compressive strength of any single specimen fall below the minimum strengths specified above, the ENGINEER shall have the right to order a change in the mix design for the remaining portion of the work. The ENGINEER shall also have the right to order additional curing of the affected concrete followed by cores taken in accordance with ASTM C 42 and ACI 318, all at the expense of the CONTRACTOR.

C. If the additional curing does not bring the average compressive strength of three (3) cores taken in the affected area to at least the minimum strength specified, the ENGINEER may require that the CONTRACTOR strengthen the structure by means of additional concrete and steel or he may require that the CONTRACTOR replace the affected portions. The cost of all such changes in mix designs and any modifications to or replacement of deficient concrete shall be borne by the CONTRACTOR at no additional cost to the OWNER.

## 2.05 Related Materials

A. Vapor Retarder: Plastic sheet, ASTM E 1745, Class A, polyethylene, minimum 15 mils thick. Include manufacturer's recommended pressure-sensitive tape.

B. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752,

cork or self-expanding cork.

C. Self-Expanding Bentonite Strip Waterstops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite, for adhesive bonding of concrete to concrete, 3/4 by 1 inch. Acceptable products are:

1. Carlisle Coatings & Waterproofing, Inc.; MiraSTOP

2. Colloid Environmental Technologies Company; Volclay Waterstop-RX.

3. Greenstreak; Swellstop

D. Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick; or plastic sheet, ASTM E 1745, Class C.

# Part 3 Execution

## 3.01 Formwork Installation

A. Notify ENGINEER 48 hours before placing concrete. Do not place concrete before ENGINEER has approved completed reinforcement installation.

B. Design, construct, erect, brace, and maintain formwork according to ACI 301. Provide chamfer strips in the corners of concrete forms to produce beveled corners on walls and columns which will be exposed to view in finished construction.

## 3.02 Embedded Item Installation

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use approved shop drawings, templates, diagrams, instructions, and directions furnished by the manufacturer for the items to be embedded.

B. A. Wherever steel, wrought or cast iron piping, fittings, valves, collars, sleeves, structural steel, electrical conduits, appurtenances and fixtures, equipment, anchorages, or castings are shown for embedment in the concrete, such items must be on hand before concrete is poured. They shall be set in place accurately and firmly braced before concrete is poured around them. No cutouts for future installation of these items shall be permitted.

C. Regardless of the tolerances listed herein, it shall be the responsibly of the CONTRACTOR to limit deviations in line and grade to tolerance which will permit proper installation and operation of mechanical equipment and piping.

## 3.03 Vapor Barrier Installation

Install, protect, and repair vapor barriers according to ASTM E 1643; place sheets in position with longest dimension parallel with direction of pour. Lap joints 6 inches and seal with manufacturer's recommended adhesive or joint tape.

## 3.04 Steel Reinforcement Installation

Comply with Concrete Reinforcing Steel Institute's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement. Do not cut or puncture vapor retarder. Repair damage and re-seal vapor retarder before placing concrete.

## 3.05 Concrete Placement

A. No concrete shall be placed until all subgrade, formwork, reinforcing steel, embedded items and surfaces against which concrete is to be placed have been accepted by the ENGINEER. The rate of delivery, haul time, missing time and hopper capacity shall be such that all mixed concrete delivered shall be placed in forms within 90 minutes from the time of the introduction of cement and water into the mixer. No water shall be added after transit mixer leaves the batching plant without the approval of the ENGINEER.

B. Prepare previously placed concrete by cleaning with steel brush or sandblasting and applying bonding agent in accordance with manufacturer’s instruction. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

C. Foundation surfaces against which concrete is to be placed must be free from standing water, mud and debris. Surfaces shall be clean and free from oil, objectionable coatings, and loose or unsound material. All surfaces of forms and embedded items shall be free of grout before placing concrete.

D. Install joint fillers and waterstops in accordance with manufacturer’s instructions. Install joint filler to separate slabs on grade from vertical surfaces. Extend joint filler from bottom of slab to within ¼-inch of finished slab surface. Location of construction

joints shall be as shown on the drawings.

E. When ambient temperature is expected to exceed 80°F during placing or finishing operations, steps shall be taken in accordance with ACI 305, “Recommended Practices for Hot Weather Concreting”, to reduce concrete temperature and water evaporation by proper attention to the ingredients, production methods, handling, placing, protection and curing. The Subcontractor shall submit a detailed hot weather concreting procedure to the A/E for approval at least two business days before concrete placement is planned. The Subcontractor’s testing agency will produce trial batches in accordance with ACI 305. Slabs will be fog sprayed from the completion of screeding until curing is begun; the fog spray may be discontinued on sections during troweling.

## 3.06 Concrete Finishing

A. Formed Surfaces:

1. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections exceeding 1/2 inch.

2. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch.

B. Unformed Surfaces: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

1. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleedwater appears on surface. Do not further disturb surfaces before starting finishing operations.

2. Float Finish: Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, fluid-applied or direct-to-deck-applied membrane roofing, or sand-bed terrazzo.

3. Trowel Finish: Apply a hard trowel finish to surfaces indicated and to floor and

slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.

## 3.07 Concrete Protecting and Curing

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 308, ACI 306.1 for cold-weather protection and with ACI 305 for hot-weather protection during curing.

B. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

C. Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:

1. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and water-proof tape.

2. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Re-coat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and re-pair damage during curing period.

## 3.08 Defective Work and Methods of Repair

A. All defective or damaged work shall be removed and replaced or repaired as directed by the ENGINEER. Any work which has not been constructed in accordance with these Contract Documents shall be considered defective. No defective or damaged work shall be patched, repaired, or covered without prior inspection and approval of

the ENGINEER. Defects in formed concrete surfaces shall be repaired within twenty-four (24) hours of placement, to the satisfaction of the ENGINEER, and defective concrete shall be replaced within forty-eight (48) hours after the adjacent forms have been removed.

B. All concrete which is honeycombed or otherwise defective shall be cut out and removed to sound concrete, with edges square cut to avoid feathering. Except as modified herein, concrete repair work shall conform to Chapter 9 of ACI 301 and shall be performed in a manner that will not interfere with thorough curing of surrounding concrete. All repair work shall be adequately cured. Where authorized by the ENGINEER, repair may be accomplished by patching conducted as specified herein. However, permission to patch shall not waive the ENGINEER's right to have the defective work completely removed if the patch or repairs do not, in the ENGINEER's opinion; satisfactorily restore the quality and appearance of the work. Patching shall be conducted as follows:

1. Chip away defective areas at least one-and-one-half inches (1-½") deep perpendicular to the surface, wet the area and six inches (6") around it to prevent absorption of water from patching mortar, and brush a sand-cement grout consisting of one part fine aggregate to one part Portland Cement into the surface, following with patching mortar.

2. Patching mortar shall be no richer than one (1) part Portland Cement to three (3) parts fine aggregate using white Portland Cement to replace a portion of the gray cement as determined by a trial patch and shall contain only the minimum mixing water required for placing. Re-temper the mortar if necessary, without the addition of water by allowing it to stand for one hour during which time it shall be mixed with a trowel to prevent setting.

3. Mortar shall be compacted into place and screeded to leave the patch higher than the surrounding surface, then left undisturbed for one or two hours to permit initial shrinkage before being finally finished to match the adjoining surface. Cure patch in accordance with the requirements of Part 3.07, Curing, of this specification section.

## 3.09 Field Quality Control

A. Testing Agency: CONTRACTOR will engage a qualified testing agency to perform tests and inspections approved by the OWNER. Cost will be paid from testing allowance.

B. Tests will be performed in accordance with ACI 301.

1. Collect and review tickets for each batch of concrete delivered. Annotate water or admixtures added subsequent to batching.

2. Slump: ASTM C143; one test at point of placement at start of each day's pour; additional tests when concrete consistency appears to have changed.

3. Compressive Strength: Test concrete for compressive strength in accordance with CBC Section 1905.6 and ASTM C39. Conform to testing frequency of CBC 1905.6.1. Take 4 specimens per sample, test one at seven days, two at 28 days, and retain one specimen.
4. Temperature: ASTM C1064; one test hourly. Take additional tests where warranted by weather conditions or delays in delivery.

5. Air Content: ASTM C173; for mixes with more than 3 percent air, take one test hourly at point of placement.

END OF SECTION

# Part 1 General

## 1.01 Scope

A. The work under this Section consists of furnishing all labor, equipment, and materials, and performing all operations in connection with the trench excavation and backfill required to install the project as specified in the plans.

B. This specification section includes earthwork and related operations, including, but not limited to, dewatering, excavating all classes of material encountered, pumping, draining and handling of water encountered in the excavations, handling, storage, transportation, and disposal of all excavated and unsuitable material, construction of fills and embankments, backfilling around structures and pipe, backfilling all trenches and pits, compacting, all sheeting, shoring and bracing, preparation of subgrades, surfacing and grading, and any other similar, incidental, or appurtenant earthwork operation which may be necessary to properly complete the work.

C. The CONTRACTOR shall provide all services, labor, materials and equipment required for all earthwork and related operations necessary or convenient to the CONTRACTOR for furnishing a complete work as shown on the Drawings or specified in these Contract Documents.

D. Excavation shall include the removal of any trees, stumps, brush, debris, or other obstacles which remain after the clearing and grubbing operations, which may obstruct the work, and the excavation and removal of all earth, rock, or other materials to the extent necessary to install the pipe and appurtenances in conformance with the lines and grades shown in the specified plans.

E. Backfill shall include the refilling and compaction of the fill in the trenches and excavations up to the surrounding ground surface or road grade at crossing.

F. The trench is divided into five (5) specific areas:

1. Foundation: The area beneath the bedding, sometimes also referenced as trench stabilization.

2. Bedding: The area above the trench bottom (or foundation) and below the bottom of the barrel of the pipe.

3. Haunching: The area above the bottom of the barrel of the pipe up to a specified height above the bottom of the barrel of the pipe.

4. Initial Backfill: The area above the haunching material and below a plane eighteen inches (18”) above the top of the barrel of the pipe.

5. Final Backfill: The area above a plane eighteen inches (18”) above the top of the barrel of the pipe.

G. The choice of method, means, techniques, and equipment rests with the CONTRACTOR. The CONTRACTOR shall select the method and equipment for trench excavation and backfill depending upon the type of material to be excavated and backfilled, the depth of excavation, the amount of space available for operation of equipment, storage of excavated material, proximity of man-made improvements to be protected, available easement or right-of-way, and prevailing practice in the area.

## 1.02 Quality Assurance

A. Density: All references to “maximum dry density” shall mean the maximum dry density defined by the “Maximum Density Optimum- Moisture Test”, ASTM D 698. Determination of the density of foundation, bedding, haunching, or backfill materials in place shall meet with the requirements of ASTM D 1556, “Standard Test Method for Density and Unit weight of Soil In Place by the Sand Cone Method”, ASTM D 2937, “Density of Soil In Place by the Drive Cylinder Method” or ASTM D 2922, “Density of Soil and –Soil Aggregate- In Place by Nuclear Methods (Shallow Depth)”.

B. Sources and Evaluation Testing: Testing of materials to certify conformance with the Specifications shall be performed by an independent testing laboratory at no cost to the OWNER. The CONTRACTOR’S testing laboratory shall perform tests, at no cost to the OWNER, upon change of source and at sufficient intervals during the work to certify conformance of all select material furnished for use on this Project.

## 1.03 Safety

Perform all trench excavation and backfilling activities in accordance with the Occupational Safety and Health Act of 1970 (PL 91-596), as amended. The CONTRACTOR shall pay particular attention to the Safety and Health Regulations Part 1926, Subpart P “Excavation, Trenching & Shoring” as described in Occupational Safety and Health Administration (OSHA) publication 2226. All trench safety is the responsibility of the CONTRACTOR.

# Part 2 Products

## 2.01 Trench Foundation Materials

A. Crushed stone or surge stone shall be utilized for trench foundation (trench stabilization).

B. Crushed stone shall be crushed limestone. Stone size shall be between No. 57 and No. 4, inclusive, as determined by ASTM C 33.

C. Surge stone shall be crushed limestone. Stone size shall be No. 1, inclusive, as determined by ASTM C 33.

## 2.02 Bedding and Haunching Materials

A. Bedding, haunching, and backfill materials shall be crushed stone under all pavement areas or if the trench is within three feet (3') of the pavement edge. Otherwise, bedding and haunching materials shall be crushed stone or earth materials as specified below.

B. Crushed stone utilized for bedding and haunching. Stone size shall be No. 57, as determined by ASTM C 33.

C. Earth materials utilized for bedding and haunching shall be suitable materials selected from materials excavated from the trench. Suitable materials shall be clean and free of rock larger than two inches (2") at its largest dimension, organics, cinders, stumps, limbs, frozen earth or mud, man-made wastes and other unsuitable materials. Should the material excavated from the trench be saturated, the saturated material may be used as earth material, provided it is allowed to dry properly and it is capable of meeting the specified compaction requirements. When necessary, earth bedding and haunching materials shall be moistened to facilitate compaction by tamping. If materials excavated from the trench are not suitable for use as bedding or haunching material, provide select material conforming to the requirements of this Section at no additional cost to the Owner.

D. Filter Fabric

1. Filter fabric associated with bedding shall be a polypropylene woven fabric.

The fabric shall be a high modulus type with good separation capabilities. The fabric shall be inert to biological degradation and naturally occurring chemicals, alkalis, and acids.

2. The fabric shall have an equivalent opening size (EOS or AOS) of 20 to 45. The fabric shall also conform to the minimum property values listed in the following table:

| Fabric Property | Unit | Test Method | Minimum Value |
|---|---|---|---|
| Grab Tensile Strength | lbs. | ASTM D 4632 | 200 |
| Grab Tensile Elongation | % | ASTM D 4632 | 30 (max.) |
| Mullen Burst Strength | psi | ASTM D 3786 | 400 |
| Trapezoid Tear Strength | lbs. | ASTM D 4533 | 75 |
| Puncture Strength | lbs. | ASTM D 3787 | 75 |

3. If ordered by the ENGINEER, the filter fabric manufacturer shall furnish the services of a competent factory representative to supervise and/or inspect the installation of pipe. This service will be furnished for a minimum of ten (10) days during initial pipe installation.

4. Filter fabric shall be Propex Geotex 104F, Mirafi 500X, Amoco 2002 or Exxon GTF-200.

## 2.03 Initial Backfill

Unless shown on Drawings or specified otherwise, initial backfill material shall be crushed stone as specified for bedding and haunching materials.

## 2.04 Final Backfill

Final backfill material shall be general excavated earth materials, shall not contain rock larger than three inches (3”) at its greatest diameter, cinders, stumps, limbs, man-made wastes, and other unsuitable materials. If materials excavated from the trench are not suitable for use as final backfill material, provide select material conforming to the requirements of this Section.

## 2.05 Select Backfill

Select backfill shall be materials which meet the requirements as specified for bedding,

haunching, initial backfill or final backfill materials, including compaction requirements.

## 2.06 Concrete

Concrete for bedding, haunching, initial backfill, or encasement shall have a compressive strength of not less than three thousand pounds-per-square-inch (3,000 psi), with not less than 5.5 bags of cement per cubic yard (CY) and a slump between three inches (3") and five inches (5"). Ready-mixed concrete shall be mixed and transported in accordance with ASTM C 94. Reinforcing steel shall conform to the requirements of ASTM A 615, Grade 60.

## 2.07 Flowable Fill

A. Flowable fill shall not have a compressive strength exceeding one-hundred-fifty pounds-per-square-inch (150 psi).

B. Flowable fill shall contain not less than one-hundred pounds of cement per cubic yard (100 lbs/CY), and a minimum of two-hundred-fifty pounds per cubic yard (250 lbs/CY) of Class C or F Fly Ash.

C. Flowable Fill shall be mixed and transported in accordance with ASTM C 94.

# Part 3 Execution

## 3.01 Trench Excavation

A. Topsoil and grass shall be stripped a minimum of six inches (6") over the trench excavation site and stockpiled separately for replacement over the finished grading areas. No topsoil shall be removed from the site. It is the property of the owner.

B. Trenches shall be excavated to the lines and grades shown in the plans, with the centerlines of the trenches on the centerlines of the pipes and to the dimensions which provide the proper support and protection of the pipe and other structures and accessories.

C. Trench Width for Pipelines

1. The sides of all trenches shall be vertical to a minimum of one foot (1') above the top of the pipe. Unless otherwise indicated in the plans, the minimum trench width shall be equal to the sum of the outside diameter of the pipe plus

two feet (2’), or the minimum width required for proper trenching and shoring.

2. Excavate the top portion of the trench to any width within the construction easement or right-of-way which will not cause unnecessary damage to adjoining structures, roadways, pavement, utilities, trees or private property. Where necessary to accomplish this, provide sheeting and shoring.

3. Where rock is encountered in trenches, excavate to remove boulders and stones to provide a minimum of twelve inches (12”) clearance between the rock and the side of the pipe barrel or manhole.

4. Wherever the prescribed maximum trench width is exceeded, the CONTRACTOR shall use the next higher Class or Type of bedding and haunching as shown in the plans for the full trench width as actually cut. The excessive trench width may be due to unstable trench walls, inadequate or improperly placed bracing and sheeting which caused sloughing, accidental over-excavation, intentional over-excavation necessitated by the size of the CONTRACTOR'S tamping and compaction equipment, intentional over-excavation due to the size of the CONTRACTOR'S excavation equipment, or other reasons beyond the control of the ENGINEER or OWNER.

D. Depth

1. The trenches shall be excavated to the required depth or elevation which allow for the placement of the pipe and bedding to the dimensions shown in the plans.

2. Where rock is encountered in trenches for pipelines, provide a minimum of six inches (6”) clearance between the bottom of the trench and the bottom of the pipe or accessory for pipe twenty-one inches (21”) in diameter and smaller and twelve inches (12”) for larger pipe, and manholes.

E. Excavated Materials

1. Excavated materials shall be placed adjacent to the work to be used for backfilling as required. Top soil shall be carefully separated and lastly placed in its original location.

2. Excavated material shall be placed sufficiently back from the edge of the excavation to prevent caving of the trench wall, to permit safe access along the trench and not cause any drainage problems. Excavated material shall

be placed so as not to damage existing landscape features or man-made improvements.

## 3.02 Sheeting, Bracing, and Shoring

A. Sheeting, bracing, and shoring shall be performed in the following instances:

1. Where sloping of the trench wall does not adequately protect persons within the trench from slides or cave-ins.

2. In caving ground.

3. In wet, saturated, flowing or otherwise unstable materials. The sides of all trenches and excavations shall be adequately sheeted, braced, and shored.

4. Where necessary to prevent damage to adjoining buildings, structures, roadways, pavement, utilities, trees, or private properties which are required to remain.

5. Where necessary to maintain the top of the trench within the available construction easement or right-of-way.

B. In all cases, excavation protection shall strictly conform to the requirements of the Occupational Safety and Health Act (OSHA) of 1970, as amended.

C. Timber: Timber for shoring, sheeting, or bracing shall be sound and free of large or loose knots and in good, serviceable condition. Size and spacing shall be in accordance with OSHA regulations.

D. Steel Sheeting and Sheet Piling: Steel sheet piling shall be the continuous interlock type. The weight, depth, and section modulus of the sheet piling shall be sufficient to restrain the loads of earth pressure and surcharge from existing foundations and live loads. Procedure for installation and bracing shall be so scheduled and coordinated with the removal of the earth that the ground under existing structures shall be protected against lateral movement at all times. The CONTRACTOR shall provide closure and sealing between sheet piling and existing facilities.

E. Trench Shield: A trench shield or box may be used to support the trench walls. The use of a trench shield does not necessarily preclude the additional use of bracing and sheeting. When trench shields are used, care must be taken to avoid disturbing the

alignment and grade of the pipe or disrupting the haunching of the pipe as the shield is moved. When the bottom of the trench shield extends below the top of the pipe, the trench shield will be raised in six inch (6”) increments with specified backfilling occurring simultaneously. At no time shall the trench shield be “dragged” with the bottom of the shield extending below the top of the pipe or utility.

F. Remove bracing and sheeting in units when backfill reaches the point necessary to protect the pipe and adjacent property. Leave sheeting in place when in the opinion of the ENGINEER it cannot be safely removed or is within three feet (3’) of an existing structure, utility, or pipeline. Cut off any sheeting left in place at least two feet (2’) below the surface.

G. The sides of all excavations shall be sufficiently sheeted, shored, and braced as necessary to prevent slides, cave-ins, settlement or movement of the banks, to maintain the excavation clear of all obstructions, and to provide safe working conditions. Wood or steel sheeting of approved design and type shall be used in wet, saturated or flowing ground. All sheeting, shoring, and bracing shall have sufficient strength and rigidity to withstand the pressure exerted and to maintain shape and position under all circumstances.

H. The responsibility for correctly assessing the need for sheeting and analyzing the stresses induced shall be the total responsibility of the CONTRACTOR. Since the ENGINEER does not dictate or determine the CONTRACTOR'S sequence or limits of excavation, the ENGINEER assumes no responsibility for sheeting and shoring. The CONTRACTOR must employ or otherwise provide for adequate professional structural and geotechnical engineering supervision to assess the need for sheeting and shoring and design same. Results of sheeting and shoring analysis and design shall be submitted to the ENGINEER on request.

I. Excavations adjacent to existing or proposed buildings and structures or in paved streets or alleys shall be sheeted, shored, and braced adequately to prevent undermining beneath or subsequent settlement of such structures or pavements. Underpinning of adjacent structures shall be done when necessary to maintain structures in safe condition. Any damage to structures or pavements occurring through settlements, water or earth pressures, slides, caves, or other causes; due to failure or lack of sheeting or bracing, or due to improper bracing; or occurring through negligence or fault of the CONTRACTOR in any other manner shall be repaired by the CONTRACTOR at his own expense.

J. Sheeting, shoring, or bracing materials shall not be left in place unless otherwise specified or shown on the Drawings or ordered by the ENGINEER in writing. Such

materials shall be removed in such manner that no danger or damage will occur to new or existing structures or property, public or private, and so that cave-ins or slides will not take place. Trench sheeting shall be left in place until backfill has been brought to a level twelve inches (12”) above the top of the pipe. It shall then be cut off and the upper portion removed. Sheeting for structures shall be left in place until backfill has been brought to a level of twelve inches (12”) above the top of the bottom footing. It shall then be cut off and the upper portion removed.

K. All holes and voids left in the work by the removal of sheeting, shoring, or bracing shall be filled and thoroughly compacted.

## 3.03 Rock Excavation

A. Definition of Rock: Any material which cannot be excavated with conventional excavating equipment, is removed by drilling and blasting, and occupies an original volume of at least one-half cubic yard (½ CY).

B. When rock is encountered near existing concrete or other structures, excavation methods that protect the existing structures should be performed to ensure the structure’s integrity is maintained throughout all construction.

C. Blasting: Provide licensed, experienced workmen to perform blasting. Conduct blasting operations in accordance with all existing ordinances, laws, and regulations. Protect all buildings and structures from the effects of the blast. Repair any resulting damage. If the CONTRACTOR repeatedly uses excessive blasting charges or blasts in an unsafe or improper manner, the ENGINEER may direct the CONTRACTOR to employ an independent blasting consultant to supervise the preparation for each blast and approve the quantity of each charge.

D. Drilling and blasting operations shall be conducted with due regard for the safety of persons and property in the vicinity and in strict conformity with requirements of all ordinances, laws and regulations governing blasting and the use of explosives. Rock excavation near existing pipelines or other structures shall be conducted with the utmost care to avoid damage. Injury or damage to other structures and properties shall be promptly repaired to the satisfaction of the OWNER by the CONTRACTOR at his own expense.

E. Removal of Rock: Dispose of rock off site that is surplus or not suitable for use as riprap or backfill.

F. The CONTRACTOR shall notify the ENGINEER prior to any blasting. Additionally,

the CONTRACTOR shall notify the ENGINEER before any charge is set.

G. Following review by the ENGINEER regarding the proximity of permanent buildings and structures to the blasting site, the ENGINEER may direct the CONTRACTOR to employ an independent, qualified specialty sub-contractor, approved by the ENGINEER, to monitor the blasting by use of seismograph, identify the areas where light charges must be used, conduct pre-blast and post-blast inspections of structures, including photographs or videos, and maintain a detailed written log.

## 3.04 Dewatering Excavations

A. The CONTRACTOR, at his own expense, shall provide and maintain at all times during construction ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations or other parts of the work. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades of the bottoms of excavations. Methods of dewatering may include sump pumps, well points, deep wells, or other suitable methods which do not damage or weaken structures, foundations, or sub-grades.

B. Shallow excavations may be dewatered using open ditches provided such ditches are kept open and free-draining at all times. The actual dewatering methods used shall be acceptable to the ENGINEER. Dewater the excavation continuously to maintain a water level two feet (2’) below the bottom of the trench.

C. Control drainage in the vicinity of excavation so the ground surface is properly pitched to prevent water running into the excavation.

D. There shall be sufficient pumping equipment, in good working order, available at all times, to remove any water that accumulates in excavations. Where the utility crosses natural drainage channels, the work shall be conducted in such a manner that unnecessary damage or delays in the prosecution of the work will be prevented. Provision shall be made for the satisfactory disposal of surface water to prevent damage to public or private property.

E. In all cases, accumulated water in the trench shall be removed before placing bedding or haunching, laying pipe, placing concrete or backfilling.

F. Where dewatering is performed by pumping the water from a sump, crushed stone shall be used as the medium for conducting the water to the sump. Sump depth shall

be at least two feet (2') below the bottom of the trench. Pumping equipment shall be of sufficient quantity and/or capacity to maintain the water level in the sump two feet (2') below the bottom of the trench. Pumps shall be a type such that intermittent flows can be discharged.

G. A minimum of one (1) standby pump shall be required in the event the operating pump or pumps clog or otherwise stop operation. A standby unit (a minimum of one [1] for each ten [10], in the event well points are used), shall be available for immediate installation should any pumping unit fail. The design and installation of well points or deep wells shall be suitable for the accomplishment of the work. Drawings or diagrams on proposed well point or deep well dewatering systems shall be submitted to the ENGINEER for review.

H. Dewater by use of a well point system when pumping from sumps does not lower the water level two feet (2') below the trench bottom. Where soil conditions dictate, the CONTRACTOR shall construct well points cased in sand wicks. The casing, six inches (6") to ten inches (10") in diameter, shall be jetted into the ground, followed by the installation of the well point, filling casing with sand and withdrawing the casing.

## 3.05 Trench Foundation and Stabilization

A. The bottom of the trench shall provide a foundation to support the pipe and its specified bedding. The trench bottom shall be graded to support the pipe and bedding uniformly throughout its length and width.

B. If, after dewatering as specified above, the trench bottom is spongy, or if the trench bottom does not provide firm, stable footing and the material at the bottom of the trench will still not adequately support the pipe, the trench will be determined to be unsuitable and the ENGINEER shall then authorize payment for trench stabilization.

C. Should the undisturbed material encountered at the trench bottom constitute, in the opinion of the ENGINEER, an unstable foundation for the pipe, the CONTRACTOR shall be required to remove such unstable material and fill the trench to the proper subgrade with crushed stone or class "C" concrete as directed by the ENGINEER.

D. Where the replacement of unsuitable material with crushed stone does not provide an adequate trench foundation, the trench bottom shall be excavated to a depth of at least two feet below the specified trench bottom. Place filter fabric in the bottom of the trench and support the fabric along the trench walls until the trench stabilization, bedding, haunching, and pipe have been placed at the proper grade. The ends of the

filter fabric shall be overlapped above the pipe.

E. Where trench stabilization is provided, the trench stabilization material shall be compacted to at least 90 percent of the maximum dry density, unless shown or specified otherwise.

## 3.06 Bedding and Haunching

A. Prior to placement of bedding material, the trench bottom shall be free of any water, loose rocks, boulders, or large dirt clods.

B. Bedding material shall be placed to provide uniform support along the bottom of the pipe and to place and maintain the pipe at the proper elevation.

1. The initial layer of bedding placed to receive the pipe shall be brought to the grade and dimensions indicated in the plans. All bedding shall extend the full width of the trench bottom. The pipe shall be placed and brought to grade by tamping the bedding material or by removal of the excess amount of the bedding material under the pipe.

2. Adjustment to grade line shall be made by scraping away or filling with bedding material. Wedging or blocking up of pipe shall not be permitted. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade shall not be permitted. Each pipe section shall have a uniform bearing on the bedding for the length of the pipe, except immediately at the joint.

C. At each joint, excavate bell holes of ample depth and width to permit the joint to be assembled properly and to relieve the pipe bell of any load.

D. After the pipe section is properly placed, add the haunching material to the specified depth. The haunching material shall be shovel sliced, tamped, vigorously chinked, or otherwise consolidated to provide uniform support for the pipe barrel and to fill completely the voids under the pipe, including the bell hole. Prior to placement of the haunching material, the bedding shall be clean and free of any water, loose rocks, boulders or dirt clods.

E. Gravity Sewers and Accessories: Lay polyvinyl chloride (PVC) pipe with minimum Class “B” bedding. Lay all other pipe with Class “C” bedding, unless shown or specified otherwise.

1. Class “A” (Bedding Factor – 2.8): Excavate the bottom of the trench flat at a minimum depth as shown in plans, below the bottom of the pipe barrel. Lay pipe to line and grade on concrete block. Place concrete to the full width of the trench and to a height of one-fourth (1/4) of the outside diameter (O.D.) of the pipe above the invert.

2. Class “B” (Bedding Factor – 1.9): Excavate the bottom of the trench flat at a minimum depth as shown in plans, below the bottom of the pipe barrel. Place and compact bedding material to the proper grade. Haunching material shall then be carefully placed by hand and compacted to provide full support under and up to the centerline of the pipe.

3. Class “C” (Bedding Factor – 1.5): Excavate the bottom of the trench flat at a minimum depth as shown in the plans, below the bottom of the pipe barrel. Place and compact bedding material to the proper grade. Haunching material shall then be carefully placed by hand and compacted to provide full support under and up to a height of one-fourth the outside diameter of the pipe above the bottom of the pipe barrel.

F. Manholes: Excavate to a minimum of twelve inches (12”) below the planned elevation of the base of the manhole. Place and compact crushed stone bedding material to the required grade before constructing the manhole.

G. Water Mains

1. Ductile Iron Pipe

a. Unless otherwise shown on the Drawings or specified, bedding and haunching shall utilize earth materials and meet the requirements for Type 2 Pipe Bedding where rock is not encountered.

b. In areas where rock is encountered, bedding and haunching material shall be crushed stone. Crushed stone bedding shall extend a minimum of six inches (6”) below the pipe.

c. Where the depth of cover over the piping exceeds fifteen feet (15’) , the pipe bedding shall meet the requirements of Type 4 Pipe Bedding. Where the depth of cover over the piping exceeds eighteen feet (18’), the pipe bedding shall meet the requirements of Type 5 Pipe Bedding.

d. Type 4 or Type 5 Pipe Bedding called for on the Drawings, specified or ordered by the Engineer, shall meet requirements for Type 4 or Type 5 Pipe Bedding, utilizing crushed stone bedding and haunching material

H. Excessive Width and Depth

1. Gravity Sewers: If the trench is excavated to excess width, provide the bedding class with the next higher bedding factor. Crushed stone haunching and initial backfill may be used in lieu of Class “A” bedding, where Class “A” bedding is necessitated by excessive trench width.

2. Water Mains: If the trench is excavated to excess width, provide the next higher type or class of pipe bedding, but a minimum of Type 4, as detailed on the Drawings

3. If the trench is excavated to excessive depth, provide crushed stone to place the bedding at the proper elevation or grade.

I. Compaction: Bedding and haunching materials under pipe, manholes and accessories shall be compacted to a minimum of ninety percent (90%) of the maximum dry density, unless shown or specified otherwise.

## 3.07 Initial Backfill

A. Initial backfill shall be placed to anchor the pipe, protect the pipe from damage by subsequent backfill, and ensure the uniform distribution of the loads over the top of the pipe.

B. Place initial backfill material carefully around the pipe in uniform layers to a depth of at least eighteen inches (18”) above the pipe barrel. Layer depths shall be a maximum of six inches (6”) for pipe eighteen inches (18”) in diameter and smaller and a maximum of twelve inches (12”) for pipe larger than eighteen inches (18”) in diameter.

C. Backfill on both sides of the pipe simultaneously to prevent side pressures.

D. Compact each layer thoroughly with suitable hand tools or tamping equipment.

E. Initial backfill shall be compacted to a minimum ninety percent (90%) of the maximum dry density, unless shown or specified otherwise.

F. In areas where the trench is cut into rock or where suitable backfill is unavailable, crushed stone shall be used for initial backfill up to twelve inches (12”) above the pipe barrel.

G. Crushed stone shall be used for initial backfill up to twelve inches (12”) above the pipe barrel for all pipe material for gravity sewers.

## 3.08 Concrete Encasement for Pipelines and Casings

Where concrete encasement is shown in the plans for pipelines, excavate the trench to provide a minimum of six inches (6”) clearance from the bell of the pipe. Lay the pipe to line and grade on concrete blocks. In lieu of bedding, haunching and initial backfill, place concrete to the full width of the trench and to a height of not less than six inches (6”) above the pipe bell. Do not backfill the trench for a period of at least twenty-four (24) hours after concrete is placed.

## 3.09 Final Backfill

A. Backfill carefully to restore the ground surface to its original condition.

B. For unpaved areas, the top six inches (6”) shall be topsoil obtained as specified in “Trench Excavation” of this Section.

C. Excavated material which is unsuitable for backfilling and excess material, shall be disposed of, at no additional cost to the OWNER, in a manner approved by the ENGINEER. Surplus soil may be distributed and spread over the site if approved by the ENGINEER. If such spreading is allowed, the site shall be left in a clean and sightly condition and shall not affect pre-construction drainage patterns. Surplus rock from the trenching operations shall be removed from the site.

D. If materials excavated from the trench are not suitable for use as backfill materials, provide select backfill material conforming to the requirements of this Section.

E. After initial backfill material has been placed and compacted, backfill with final backfill material. Place backfill material in uniform layers, compacting each layer thoroughly as follows:

1. In six inch (6”) layers, if using light power tamping equipment, such as a “jumping jack”.

2. In twelve inch (12”) layers, if using heavy tamping equipment, such as hammer with tamping feet.

3. In twenty-four inch (24”) layers, if using a hydra-hammer.

F. Settlement: If trench settles, re-fill and grade the surface to conform to the adjacent surfaces.

G. Final backfill shall be compacted to a minimum ninety percent (90%) of the maximum dry density, unless specified otherwise.

## 3.10 Backfill Under Roads

A. Crushed stone shall be used as bedding, haunching, initial and final backfill for all pipe materials. If Flowable Fill is used, it shall be used as final backfill up to the top of the asphalt or concrete pavement. A steel plate shall cover the patch until the fill has cured. – plate shall be pinned at each corner to the existing asphalt. Once the Flowable Fill has cured, the required thickness can be removed and appropriate materials can be used to repair the road.

B. When required by OWNER one-half (1/2) of the road crossing shall be excavated, then temporary bridges consisting of steel plate shall be placed over the excavation for use by the traveling public; then the remainder of the excavation can be carried out.

## 3.11 Backfill Within Georgia DOT Right-of-Way

Backfill within the Georgia Department of Transportation (GDOT) right-of-way shall meet all requirements, standards, and specifications stipulated by GDOT.

## 3.12 Detection Wire

Provide detection wire for all water mains, either polyvinyl chloride (PVC) pipe or ductile iron pipe (DIP). The wire shall have a minimum cover of twelve inches (12”) and be laid approximately twelve inches (12”) above the pipe. Detection wire shall be connected together with a brass curney, then taped each direction an additional three inches (3”). Surface access to wire shall be accomplished at each valve and air release valve location for water mains and service lines. Distance shall not to exceed one-thousand feet (1,000’) between surface access locations. In cases where no features are present within the specified length, a meter

box with valve marker labeled “water” shall be installed to provide access to the wire. All wire must be tested for location prior to acceptance.

## 3.13 Testing and Inspection

A. The soils testing laboratory is responsible for the following:

1. Compaction tests in accordance with Article 1.02 of this Section.

2. Field density tests for each two feet (2’) of lift, one (1) test for each two-thousand feet (2,000’) of pipe installed, or more frequently if ordered by the ENGINEER.

3. Inspecting and testing stripped site, subgrades and proposed fill materials.

B. The CONTRACTOR’S duties relative to testing include:

1. Notifying laboratory of conditions requiring testing.

2. Coordinating with laboratory for field testing.

3. Paying costs for additional testing performed beyond the scope of that required and for re-testing where initial tests reveal non-conformance with specified requirements.

4. Providing excavation as necessary for laboratory personnel to conduct tests.

C. Inspection

1. Earthwork operations, acceptability of excavated materials for bedding or backfill, and placing and compaction of bedding and backfill is subject to inspection by the ENGINEER.

2. Foundations and shallow spread footing foundations are required to be inspected by a geotechnical engineer, who shall verify suitable bearing and construction.

D. Comply with applicable codes, ordinances, rules, regulations, and laws of local, municipal, state, or federal authorities having jurisdiction.

END OF SECTION

# Part 1 General

## 1.01 Scope

The work covered by this section includes furnishing all labor, equipment, and materials to pump Controlled Low Strength Material (CLSM) into abandoned underground pipes, as noted on the Drawings or as directed by the ENGINEER.

# Part 2 Products

## 2.01 Materials for CLSM

A. Materials used in this construction shall meet the following requirements:

| Material | Specification |
|---|---|
| Portland Cement Type 1 | AASHTO M85 |
| Fly Ash, Class C or Class F | AASHTO M295 |
| Potable Water | |

B. Flowable for final backfill shall not have a compressive strength exceeding one-hundred-fifty pounds-per-square-inch (150 psi).

C. Fine aggregate shall be well graded from coarse to fine and when tested by means of laboratory sieves, shall conform to the following requirements:

| Sieve Size | Total Percent Passing By Weight |
|---|---|
| ¾-inch | 100 |
| No. 4 | 95 to 100 |
| No. 16 | 50 to 90 |
| No. 50 | 10 to 30 |
| No. 200 | 0 to 10 |

D. Flowable Fill shall be mixed and transported in accordance with ASTM C 94.

## 2.02 Proportioning for CLSM

A. A. CLSM shall be proportioned as follows:

| Material | Per Cubic Yard |
|---|---|
| Portland Cement Type 1 | 100 lbs. (minimum) |
| Fly Ash, Class C or Class F | 250 lbs. (minimum) |
| Fine Aggregate | 2,500 lbs. |
| Potable Water | 34 gals. |
| Cellflow Foaming Agent (or approved substitute) | 3 oz. (added at the jobsite) |

B. The above proportions may be adjusted by the ENGINEER to obtain the consistency required for satisfactory pumping flow. Consistency shall be determined as follows:

1. Slump before adding foaming agent shall be 1.5-inches +/-.

2. Slump after adding foaming agent and mixing for at least five (5) minutes and no more than ten (10) minutes shall be seven inches (7”) to nine inches (9”).

# Part 3 Execution

## 3.01 General

A. Foaming Agent

1. Before adding foaming agent, check initial slump. If slump meets this specification, reverse the drum and slowly move the mix to the discharge end of the drum.

2. Pour the foaming agent directly into the mix. Run the drum forward to blend the product into the mix.

3. DO NOT SPRAY THE FINS. If the foaming agent remains on the fins, bring mix to discharge end of drum several times to clean the foaming agent off.

4. Mix at full mixing speed for five (5) minutes minimum. The mix should be very fluid after mixing.

5. Only add water AFTER the foaming agent has mixed for a minimum of five (5) minutes. Unnecessary water is detrimental to the performance of the mix.

6. Minimum batch for foaming agent is three cubic yards (3 CY).

7. Pump pipes to capacity.

END OF SECTION

# Part 1 General

## 1.01 Scope – Television Inspection of Sewers

The work covered by this Section includes furnishing all labor, materials, equipment, and services required to perform the Closed Circuit Television (CCTV) inspection of the specific sewer pipelines authorized by the ENGINEER.

## 1.02 Scope – Cleaning of Sewers

The work covered by this Section includes furnishing all labor, material, equipment, and services required for cleaning all sewer pipelines, prior to inspection of the sewers by closed circuit television, authorized by the ENGINEER, as shown on the Drawings and/or specified herein. Preconditioning and cleaning involves removal of silt, which is defined as any and all solid or semi-solid materials, including fine and granular material, such as sand, grit, gravel, and rock as well as debris, grease, oil, sludge, slime, or any other loose material or encrustation lodged in the manhole or sewer. Preconditioning and cleaning also involves removal of invading roots, corroded concrete, intruding laterals, and any other extraneous debris.

## 1.03 Definitions

A. The term "cleaning", as used in this Section, shall mean removing all sand, dirt, roots, grease, and all other solid or semi-solid materials from the sewer pipelines, so that a closed circuit television camera can be used in the internal pipeline inspection for the purpose of discerning structural defects, misalignment and infiltration/inflow sources.

B. “Heavy Cleaning” shall be defined as performing cleaning, as defined above when greater than fifty percent of a pipe’s cross-sectional area is full of debris, silt, roots, sand, grit, gravel, rock, grease, oil, sludge, slime, or any other loose material or encrustation or when the use of mechanical apparatuses (i.e., buckets, pigs, rodding machines, grinders, etc.), are required to remove debris and/or obstructions from a pipe.

C. "Internal inspection" shall consist of using CCTV within a designated sewer pipeline segment to determine the physical condition of the sewer pipeline using NASSCO standard coding and populating all data fields, both mandatory and non-mandatory.

# Part 2 Products

## 2.01 Television Equipment

A. The camera unit shall be a color pan and tilt unit for mainline inspections. The television camera shall have a resolution of seven hundred (700) lines minimum and shall have a source of illumination attached to it. With the monitor adjusted for correct saturation, the six (6) colors plus black-and-white shall be clearly resolved with the primary and complementary colors in order of decreasing luminance. The gray scale shall appear in contrasting shades of gray with no tint.

B. To ensure the camera shall provide similar results when used with its own illumination source, the lighting shall be fixed in intensity prior to commencing the inspection. In order to ensure color constancy, no variation in illumination shall take place during the inspection. The televised image shall be displayed on a monitor, located in an enclosed space in the television inspection vehicle.

C. CCTV Focus/Iris/Illumination: The adjustment of focus and iris shall allow optimum picture quality to be achieved and shall be remotely operated. The adjustment of focus and iris shall provide a minimum focal range from six inches (6”) in front of the camera’s lens to infinity. The distance along the sewer in focus from the initial point of observation shall be a minimum of two (2) times the vertical height of the sewer. The illumination must allow an even distribution of the light around the sewer perimeter without the loss of contrast picture, flare-out, or shadowing.

D. The camera shall be self-propelled or mounted on skids and drawn or pushed through the sewer by winches for pipelines with an equivalent diameter from six inches (6”) to thirty-six inches (36”) for mainline inspections. The inspecting equipment shall be capable of inspecting a length of sewer up to at least one-thousand feet (1,000’) when entry onto the sewer may be obtained at each end, and up to seven-hundred-fifty feet (750’) where a self-propelled unit is used, where entry is possible at one (1) end only. The CONTRACTOR shall maintain this equipment in full working order and shall satisfy the ENGINEER at the commencement of each working shift that all items of equipment have been provided and are in full working order.

E. Each inspection unit shall contain a means of transporting the CCTV camera equipment in a stable condition through the sewer under inspection. Such equipment shall ensure the maintained location of the CCTV camera on or near to the central axis of a circular shaped sewer when required in the prime position.

F. Where the CCTV camera head is towed by winch and bond through the sewer, all winches shall be stable with either lockable or ratcheted drums. All bonds shall be steel or of an equally non-elastic material to ensure the smooth and steady progress of the CCTV camera and/or Sonar equipment. All winches shall be inherently stable under loaded conditions.

G. Each unit shall carry sufficient numbers of guides and rollers such that, when inspecting, all bonds are supported away from pipe and manhole structures and all CCTV cables and/or lines used to measure the CCTV camera's head location within the sewer are maintained in a taut manner and set at right angles where possible, to run through or over the measuring equipment.

H. The CONTRACTOR shall use a suitable metering device, which enables the cable length to be accurately measured; this shall be accurate to within plus-or-minus two inches (+/- 2"). When requested by the ENGINEER in writing at any time during a survey or inspection, the CONTRACTOR shall demonstrate compliance with the above tolerance. The device used by the CONTRACTOR to measure the footage along the sewer will be compared with a standard tape measure. The results will be noted. If the CONTRACTOR fails to meet the required standard of accuracy, the designated ENGINEER may instruct the CONTRACTOR to provide a new device to measure the footage.

I. The in-sewer photographic/video camera system and suitable illumination shall be capable of providing an accurate, uniform and clear record of the sewer's internal condition. In-sewer lighting standards shall meet the requirements of the designated ENGINEER and applicable codes regarding safety and power.

J. A reserve television camera shall be available to replace the regular television camera in the event of a breakdown. Should the reserve equipment malfunction, another camera shall be provided within twenty-four (24) hours.

K. Suitable flow control devices shall be plugs designed and manufactured for use in sanitary sewers. Sandbags or other types of devices shall not be used within sanitary sewer pipelines or manholes.

## 2.02 Television Equipment Operation

Operation of the television inspection equipment shall be controlled from above ground, with a skilled technician at the control panel in the television inspection van controlling the movement of the television camera. The technician shall have the capability to: adjust the

brilliance of the built-in lighting system; change the focus of the television camera by remote control; control the forward and reverse motion of the camera; and determine the camera's position, at any time.

## 2.03 Dye for Sewer Testing

Dyes must be safe for the environment, non-toxic, biodegradable and meet EPA standards. Dye products shall be certified by the National Sanitation Foundation (NSF) Standard 60, for use in and around potable water at recommended levels. Approved manufacturers are Bright Dyes® by Kingscote Chemicals or approved equal.

# Part 3 Execution

## 3.01 Procedure – Television Inspection

A. All inspection work shall be performed as per National Association of Sewer Service Companies (NASSCO) PACP standards, Version 7. The inspections shall be performed by pulling, pushing, or propelling the television camera through the section of the sewer along the axis of the pipeline. The inspection shall be performed in a forward and/or backward direction, as dictated by the pipeline conditions at the time of the inspection. During the inspection of the pipelines, every possible means shall be taken to ensure total viewing of the inside periphery of the pipeline.

B. Each inspection MUST begin at the manhole line connection. The camera should be on and recording as the unit is placed in the manhole. The manhole line connection should be easily observed.

C. Pre-rehabilitation video inspection – The locations of all point repairs and service laterals will be identified via television inspections. The inspection shall determine that the line is clean and the location is free of any conditions which may prevent the proper rehabilitation of the pipeline. The inspection shall provide an unobstructed view of each segment inspected as per NASSCO standards.

D. After performing the Pre-Rehabilitation video inspection, the CONTRACTOR shall review each video to determine whether the lateral is active; the lateral should be reinstated if the mainline is being lined; and the original design rehab is applicable and notify the ENGINEER if not. All investigation and review shall be done before mobilization to work or schedule of any work.

E. Television camera movement shall be temporarily halted at each visible point source of infiltration/inflow. The camera shall also be stopped at all service connections. A digital copy of each mainline inspection conforming to the data collection standards of this section shall be supplied to the ENGINEER prior to commencing rehabilitation.

F. Post installation video inspection “Post” – Immediately after the lining of the sewer main, a video inspection shall be performed. The camera shall be stopped at all service connection openings and point repairs. The camera shall pan the service connection opening three-hundred-sixty degrees (360°) for a minimum of ten (10) seconds to verify conditions. The video shall clearly depict the condition of all manhole terminations. A digital copy of each mainline inspection conforming to the data collection standards of this section shall be supplied to the ENGINEER for provisional acceptance to verify post-construction conditions and as backup for payment.

G. Final post-installation video inspection “Final Post” – No earlier than thirty (30) days following the installation or repair of any asset (main line, lateral or manhole) associated with the segment, a video inspection shall be performed. The camera shall be stopped at all service connections and point repairs. The camera shall pan the service connection three-hundred-sixty degrees (360°) for a minimum of ten (10) seconds to verify conditions. The video shall clearly depict the condition of all manhole terminations. A digital copy of each mainline inspection conforming to the data collection standards of this section shall be supplied to the ENGINEER for final acceptance. The inspection shall pan both sides of the mainline wrap on the service laterals that have been lined via CIPP to ensure the mainline wrap portion is formed properly to the mainline. At the sole discretion of the ENGINEER, the CONTRACTOR, shall re-inspect the mainline or service lateral at no additional cost to the OWNER should the view of any part of the video be unclear or the ENGINEER not be able to verify the installation of any part of the mainline or lateral lining system. The video shall clearly depict the condition of all manhole terminations. A digital copy of each mainline inspection conforming to the data collection standards of this section shall be supplied to the ENGINEER for final acceptance.

H. When filming Cured-in-Place Pipe (CIPP), the video shall stop and clearly depict the CIPP liner tube thickness marking at the beginning of each video and following a splice of two liner tubes. Where splices do occur between CIPP liner tubes, a three hundred sixty-degree (360°) view of the entire splice length shall be depicted. CCTV all text printed on the liner immediately upstream and immediately downstream of all splices.

I. The line shall be clean and free of debris in order to visually observe the entire pipe.

For Post-installation video inspection, each pipe should be cleaned prior to inspection to ensure that the entire pipe can be observed. Heavy cleaning should be performed as needed to obtain an unobstructed view of the pipe. For Post-installation video inspection, flow control should be used to reduce flow levels as needed in order to visually inspect the entire pipe.

## 3.02 Cleaning

A. The CONTRACTOR shall certify that sufficient cleaning units can be provided, including standby units in the event of breakdown, in order to complete the work within the contract period. Further, the CONTRACTOR shall certify that standby or back-up equipment can be delivered to the site within twenty-four (24) hours in the event of equipment breakdown.

B. The CONTRACTOR shall be responsible for obtaining water necessary for cleaning, inversion, and other work items requiring water. The CONTRACTOR shall be responsible for obtaining a hydrant use permit as required. The CONTRACTOR's rates specified in the bid shall include cost for purchasing both meter and water from Tennessee American Water.

C. All details of the point of water connection, backflow protection, conveyance methods, draw-off rates, times, and all local conditions regarding the use of water shall be approved by the ENGINEER prior to commencement of work. All equipment, labor, and material required for obtaining water for the work shall be provided by the CONTRACTOR.

D. The CONTRACTOR must ensure that a six inch (6") minimum air gap is maintained at the water supply point on desilting/cleaning/jetting equipment or any other receiving apparatus.

E. Cleaning shall be accomplished by utilizing a high pressure, hydraulic sewer pipeline cleaner. Pressure jetting equipment used shall be sufficient for the purposes of attaining the degree of cleanliness in sewers as specified. The inspection shall be conducted in such a manner as to determine that the line is clean and the location if any conditions which may prevent the proper rehabilitation of the pipeline.

F. The cleaning unit(s) shall be capable of operating routinely, up to a minimum of five-hundred feet (500') from the point of access to the sewer. Minimal hose diameter shall be one-inch (1") diameter.

G. Cleaning shall be performed immediately prior to the internal inspection to preclude the build-up of debris.

1. Should television inspection reveal that a sewer pipeline is not clean, the cleaning operations shall be repeated until the sewer pipeline is clean.

2. This additional cleaning shall be done at the expense of the CONTRACTOR, at no additional cost to the OWNER unless “Heavy Cleaning” as described in Section 3.03 of this Specification is authorized by ENGINEER.

H. During preconditioning and cleaning work and all other associated Contract operations, wastewater service shall be maintained at all times. This requirement may be relaxed only with the written approval of the ENGINEER.

I. Cleaning shall include the trapping and removal of all sediments and residual wastes from successive manholes as the cleaning progresses. When hydraulic cleaning equipment is used, a suitable weir or dam shall be constructed in the downstream manhole, in such a manner, that the solids and water are trapped. Under no circumstances shall sewage or solids removed from the pipeline or manhole be dumped onto streets, into catch basins, or into storm drains.

J. Material which could cause pipeline stoppages, accumulations of sand in wet wells, or damage to pumps, shall not be permitted to pass from manhole section to manhole section. Residual wastes shall be removed and transported to the local Wastewater Treatment Plant or other pre-approved disposal facility in a manner approved by the ENGINEER and the OWNER.

K. The CONTRACTOR shall provide for the pumping down of any surcharged manhole section and provide all bypass pumping, if required, during the cleaning operation.

L. The CONTRACTOR shall submit a comprehensive equipment list to the ENGINEER before commencement of the work. The complete list, which shall include all backup and standby equipment, shall be broken down into the following categories (at a minimum):

1. Manhole preconditioning and cleaning equipment

2. Sewer preconditioning and cleaning equipment

3. Flow diversion and flow control equipment

4. Traffic control equipment

5. All other equipment necessary for the completion of the work

M. Blockages in the system shall be reported to the ENGINEER immediately.

N. A responsible representative of the CONTRACTOR shall be present on the site of the work, or other location approved by the ENGINEER, to provide supervision of the work. At all times, and especially when a change of work location is underway, the CONTRACTOR's representative shall keep the ENGINEER continuously aware of the location, progress, planned execution of the work, and problems encountered.

O. Flows may be attenuated using suitable flow control devices such as plugs designed and manufactured specifically for use in sanitary sewers. Sandbags or other types of devices shall not be used within sanitary sewer pipelines or manhole.

P. If CONTRACTOR's rates are specified in the bid, they shall be for jetting in sewers both the upstream and downstream directions.

## 3.03 Heavy Cleaning

A. If, during the course of cleaning and/or inspection operations, the CONTRACTOR believes a pipeline will require "heavy cleaning", the CONTRACTOR shall inform the ENGINEER prior to conducting "heavy cleaning" operations. Visual evidence in the form of a CCTV image or digital image of the pipeline shall be provided by the CONTRACTOR to the ENGINEER to justify heavy cleaning operations.

B. After reviewing the evidence, the ENGINEER shall make a determination if the evidence provided meets the definition of "heavy cleaning". If it is determined that "heavy cleaning" is required, the ENGINEER shall provide written authorization to the CONTRACTOR to proceed with "heavy cleaning" operations at the rate set forth in the Bid for the pipe or pipes determined to require "Heavy Cleaning".

## 3.04 Cleaning – Precautions

A. The CONTRACTOR shall take all necessary precautions to ensure that water used does not flood property or buildings served by the sewer pipeline being cleaned.

B. No fire hydrant shall be obstructed.

C. The CONTRACTOR shall take all necessary precautions to protect the sewer pipelines from damage that might be caused by use of cleaning equipment and shall repair any damage caused by the cleaning operation.

D. The CONTRACTOR shall furnish, to the OWNER, certification of the accuracy of the automatic counter before any work begins on this Project. If, at any time, the ENGINEER has reason to believe that the counter is inaccurate, the calibration of the counter will be checked before any more work progresses.

E. The CONTRACTOR shall provide, operate, maintain, and subsequently remove upon completion, adequate ventilation apparatus in the form of blowers and/or fans. The ventilation apparatus shall introduce a fresh air supply to support a safe environment for Work in sewers, manholes, and all other confined spaces, which shall be kept free from dangerous, toxic and/or explosive gases, whether generated from sewage, soil strata, or other source.

F. The CONTRACTOR shall employ the “best practicable means” to minimize and mitigate noise, as well as vibration, resulting from operations. Mitigation measures shall include the utilization of sound suppression devices on all equipment and machinery, particularly in residential areas, and in the near vicinity of hospitals and schools, especially at night.

G. The CONTRACTOR shall inform the ENGINEER before the commencement of any portion of the work of any significant change in the methods of noise attenuation from those previously utilized.

H. All pumps, generators, combination cleaners, or other noise emitting equipment shall be suitably screened to minimize nuisance and noise pollution. This requirement shall not be taken as preventing or prohibiting the execution of work necessary for the saving of life, protection of property, or safety of the personnel and/or facilities. The CONTRACTOR shall notify the ENGINEER of such use of plant or equipment in an emergency situation as soon as practicable.

I. The CONTRACTOR shall take all necessary precautions for safe installation and removal of flow attenuation devices such as plugs.

## 3.05 Provisions

A. The CONTRACTOR shall maintain on site at all times a competent field supervisor in charge of the inspection. The field supervisor shall be responsible for the safety of all site workers and site conditions as well as ensuring that all work is conducted in conformance with these Specifications and to the level of quality specified.

B. The CONTRACTOR shall provide bypass pumping in accordance with these Specifications, where necessary, to prevent flooding or sanitary sewer overflows.

C. The CONTRACTOR shall provide for the pumping down of any surcharged manhole section, if required, before television inspection commences.

D. The CONTRACTOR shall furnish, to the ENGINEER, certification of the accuracy of the automatic counter before any work shall begin on the Project. If, at any time, the ENGINEER has reason to believe that the counter is inaccurate, the calibration of the counter will be checked before any more work progresses.

E. CCTV Camera Head Speed: The speed of the CCTV camera in the sewer shall conform to NASSCO standards and shall be limited to thirty feet-per-minute (30’/min) for inspections to enable all details to be extracted from the ultimate video recording.

F. At the start of each sewer length being surveyed or inspected and each reverse set-up, the length of pipeline from zero (0) footage (the entrance to the pipe) up to the cable calibration point shall be recorded and reported in order to obtain a full record of the sewer length. Only one (1) inspection shall be indicated in the final report. All reverse set-ups, blind manholes, and buried manholes shall be logged on a separate log. Each log shall make reference to a start (ST) and finish (FH) manhole.

G. If, during the course of CCTV Inspection, a protruding tap is discovered in the pipeline that will not allow the passage of a CCTV inspection camera, then the CONTRACTOR will be required to remove the protruding tap via a remotely controlled robotic cutting device.

H. If for any reason the camera becomes disabled inside the sewer and cannot further proceed, the CONTRACTOR shall be responsible for retrieving the camera at no additional cost to the OWNER.

## 3.06 Data Collection

A. The CONTRACTOR shall furnish all equipment and software required for taking videos of the view which appears on the monitor. Digital Video will be used to record location of taps and service connections, severe leaks, holes, collapses, misalignments, and serve as a record of the pre and post-installation conditions of the sanitary sewer and rehabilitated service laterals. Standard header information such as upstream and downstream manhole numbers, direction of survey, pipe size, pipe material, date performed, person performing the inspection, and length of survey shall be captured utilizing a current software version certified by the National Association of Sewer Service Companies (NAASCO). Defect coding will not be required as part of this Contract other than the location and condition of service connections.

B. At the start of each manhole length a data generator shall electronically generate and clearly display on the viewing monitor and subsequently on the video recording a record of data in alpha-numeric form containing the following minimum information:

1. Automatic update of the camera's footage position in the sewer line from adjusted zero (0).

2. Sewer dimensions in inches

3. Manhole numbers

4. Date of survey

5. Road name (nearest)/location

6. Direction of survey, i.e., downstream or upstream

7. Time of start of survey

8. Material of construction of the pipe

C. The size and position of the data display shall be such as not to interfere with the main subject of the picture.

D. Once the survey of the pipeline is under way, the following minimum information shall be continually displayed: Automatic update of the camera's footage position

in the sewer line from adjusted zero (0).

E. A typical log and summary form used to record internal inspection data shall be submitted by the CONTRACTOR to the ENGINEER for review and approval prior to any television work being initiated.

F. The actual field work shall be monitored by the ENGINEER. The ENGINEER will be available during internal television inspection, and no work shall be performed without the ENGINEER being present, unless authorized by the ENGINEER.

## 3.07 Dye Testing

Dye testing shall be used to determine if a lateral is active or abandoned. Only the OWNER or ENGINEER shall authorize dye testing. After lateral launch investigations, those laterals which are unclear if active or inactive will be tested. The CONTRACTOR shall notify each property owner 48-hours before the start of each dye test. The test shall be performed at the nearest point from the mainline sewer to a toilet, sink, drain or any other drainage element by placing approved dye in drainage element and flushing with water. Testing shall be performed before the commencement of any mainline or lateral work. Results shall be delivered to the OWNER or ENGINEER.

## 3.08 Deliverables

A. After completion of the pre-installation CCTV work for each pipeline section to be rehabilitated, the CONTRACTOR shall deliver a composite database and videos of the pipelines inspected on DVD Minus R (DVD-R) format or external hard drive to the ENGINEER for review. External hard drives shall be a minimum of one-hundred-sixty Gigabytes (160 GB) in capacity, shall have a USB 2.0 compliant connection, and shall be powered either through the host computers USB hub or shall have an external power adapter.

B. External hard drives will be returned within four (4) business days to the CONTRACTOR for use on outstanding inspections after download by the ENGINEER. Each video should be named as directed by ENGINEER/OWNER. Mainline videos should be named by upstream/downstream manhole. Service lateral videos should be named and electronically organized as indicated by the ENGINEER.

C. At the conclusion of the project, the external hard drive will become the property of the OWNER for use in archival of data. Video files shall be in either Microsoft

Windows Media Player (*.*wmv*) or Moving Picture Experts Group (*.*mpg*) file format. The composite database shall be in Microsoft Access 2010 or 2013 format (*.*mdb* file), and shall contain tables with the following information:

1. Inspection Number
2. Upstream Manhole Number
3. Downstream Manhole Number
4. Person and Company Performing Inspection
5. Date Inspection Performed
6. Length Surveyed
7. Direction of Survey
8. Video path and filename (pipeline ID– *e.g.*, Upstream Manhole Number to Downstream Manhole Number \\HB\HB1234 HB12345.wmv)
9. Location of all service connections to be reinstated if method of repair is CIPP.
10. Location of all point repairs and service connections to be replaced if method of repair is open cut.
11. Clock direction of tap entry to main.

D. After completion of the post-installation CCTV work for each pipeline section to be rehabilitated, the CONTRACTOR shall deliver a composite database and videos of the pipelines inspected on DVD-ROM or external hard drive to the ENGINEER for review. At the conclusion of the Project, the external hard drive will become the property of the OWNER for use in archival of data. The composite database shall be in Microsoft Access 2010 or 2013 format (*.mdb file), and shall contain tables with the following information:

1. Inspection Number.
2. Upstream Manhole Number (or Pipeline ID for service lateral CCTV inspections).

3. Downstream Manhole Number (or Cleanout ID for service lateral CCTV inspections).

4. Person and Company Performing Inspection.

5. Date Inspection Performed.

6. Length Surveyed.

7. Direction of Survey.

8. Video path and filename (pipeline ID– *e.g.*, \\HH\GMHH642.wmv).

9. Location of all service connections reinstated if method of repair is CIPP.

10. Location of all point repairs and replaced service laterals if method of repair is open cut.

11. Clock direction of tap entry to main.

12. Date of CIPP rehabilitation.

13. Thickness of CIPP installed in millimeters (mm).

END OF SECTION

# Part 1 General

## 1.01 Scope

A. Furnish all labor, material, and equipment to provide for the reconstruction of existing sewer pipes using an approved Cured-In-Place Pipe (CIPP) method by forming a new pipe within an existing pipe.

B. The sewer reconstruction shall be accomplished by the installation of a thermosetting resin-impregnated flexible felt-fiber tube coated on one (1) side with an impermeable plastic which is installed into the existing sewer utilizing a hydrostatic head, or air pressure.

1. Curing is accomplished by circulating hot water or the introduction of controlled steam throughout the length of the inverted tube to cure the resin into a hard, impermeable pipe with the plastic coating on the interior surface of the newly formed pipe. The CIPP shall extend the full length of the original pipe segment and shall provide a structurally sound, joint-less, close fitting and corrosion resistant cured-in-place pipe.

2. Hydrostatic inversion and water curing CIPP methods shall be the primary means of completing all work shown in these specifications. Air inversion and steam curing will only be allowed in extreme circumstances where the CONTRACTOR can clearly demonstrate that hydrostatic inversion and water curing cannot be physically performed, pose a safety threat to personnel or property, or result in an inferior installation. Air inversion and steam curing methods must be pre-approved in writing by the ENGINEER after the CONTRACTOR has submitted documentation and a request to utilize these methods.

C. It is the intent of this Specification to provide for the reconstruction of existing sewers by the CIPP method in pipes which have generally maintained their original shape. The CIPP shall provide flow capacity not less than one hundred percent (100%) of the original pipe’s flow capacity when new.

D. The CONTRACTOR shall utilize the services of specialty subcontractors on those parts of the Work which, under normal contracting practices, are best performed by specialty subcontractors, as required by the ENGINEER in ENGINEER's sole discretion, at no additional cost to the OWNER. The work performed under this Section of the Specifications is deemed to be Specialty CONTRACTOR Work and is subject to the provisions of the General Conditions.

E. If the CONTRACTOR desires to perform specialty work, the CONTRACTOR shall submit a request to the OWNER, accompanied by evidence that the CONTRACTOR's own organization has successfully performed the type of work in question, is presently competent to perform the type of work, and the performance of the work by specialty subcontractors will result in materially increased costs or inordinate delays.

F. The deterioration of sewers is an on-going process. In the event pre-construction inspections reveal the sewers to be in substantially different conditions than those in the design requirements specified herein, the CONTRACTOR shall submit a changed site condition notice and request such changes in liner thickness, supporting such requests with the appropriate design data satisfactory to the ENGINEER.

G. Related Work:

1. Section 013000 – Administrative Requirements
2. Section 330130.11 – Television Inspection of Sewers
3. Section 333130.74 – Cured-in-Place Lateral Lining
4. Section 333000 – Sanitary Sewerage

## 1.02 Reference Standards

Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. The latest revisions of all standards in effect on date of advertisement are applicable. Where discrepancies exist between this Specification and referenced product/process standards, this Specification shall govern.

## 1.03 Quality Assurance

A. In order to establish minimum product quality and Installer capability, the following minimum requirements shall be met. The purpose for these submittals is to allow the OWNER/ENGINEER the opportunity to conduct a complete, thorough and objective evaluation of proposed CIPP products and the Installing CONTRACTOR and to determine if the submitted products and Installer meet all experience, quality, and

utility standards required by the specification.

B. CIPP System Manufacturer: The Cured-in-Place (CIPP) system must have a minimum proven performance record of one million linear feet (1,000,000 LF) installed of the exact name-brand product bid in the United States. Documentation shall be submitted to the ENGINEER during the submittal review process. Any exceptions to this footage requirement must be approved in writing by ENGINEER.

C. CONTRACTOR/Installer Experience: The Installing CONTRACTOR for the cured-in-place reconstruction of sewers must have a minimum of three (3) years' experience using the exact named product proposed and, have installed at least three-hundred-thousand linear feet (300,000 LF) of the exact named proposed product including at least ten-thousand linear feet (10,000 LF) of twenty-four inch (24") diameter (or larger) cured-in-place product. Documentation along with contact names and telephone numbers from the last ten (10) projects shall be submitted as part of the bid package. Any exceptions to this footage requirement must be approved in writing by ENGINEER.

D. On-Site Field Superintendent: The Qualifying Superintendent must have a minimum of five (5) years' experience with cured-in-place pipe products. In addition, the Qualifying Superintendent must have supervised jobs in which at least twenty-thousand linear feet (20,000 LF) of pipe has been reconstructed using the exact named product proposed including a minimum of five thousand linear feet (5,000 LF) of twenty-four inch (24") diameter (or larger) cured-in-place product. The CONTRACTOR shall submit information to document his experience as part of the bid package. The superintendent for the job shall be on-site during all phases of the work involving any pre and post-installation video inspection, sewer cleaning, or insertion and processing of the CIPP.

E. Resin Class

1. The CONTRACTOR shall designate a wet-out facility and shall provide wet-out liner tubes from this designated facility only. Multiple facilities to supply wet-out liner tubes for the duration of this Contract may not be used without prior approval of the ENGINEER.

2. The CONTRACTOR shall place a sampling valve in-line at a point in the resin/catalyst mixing stage so that a sample of non-catalyzed resin may be taken. A second sampling valve shall be placed in-line at a point after the resin/catalyst mixing stage, but prior to catalyzed resin injection into the liner

so that a resin sample may be taken. Both sampling valves shall be left in place for the duration of the Contract.

3. The ENGINEER shall have the right to inspect the designated wet-out facility and draw samples form one or both sampling valves without prior notice to the CONTRACTOR for the duration of the Contract.

4. Infrared Analysis

   a. The ENGINEER reserves the right to subject resin samples to an infrared analysis (IR Scan). This standard analytical test involves shining a beam of light in the infrared frequency region through a thin sample of subject resin. The frequency of light is then varied across the infrared spectrum. Chemical functional groups present in the resin being analyzed will absorb infrared light as specific frequencies and with characteristic absorption intensities.

   b. A spectrum created from the measurement of light transmitted through the sample across the range of infrared frequencies shall be used to determine the resin's chemical fingerprint. An overlaid IR spectrum of Reichhold Polylite® 33420 shall be used as a baseline comparison for the purpose of a polyester test. The baseline comparison for vinyl ester shall be Reichhold Dion® 9800.

   c. The ENGINEER may perform random Infrared Scans (IR Scans) and/or Composite Burn-offs to ensure resin quality and consistency throughout the duration of the Contract.

## 1.04 Submittals

A. Submit shop drawings in accordance with the requirements of *Section 013000 – Administrative Requirements* of these Specifications. The testing information required shall be *current*, which shall be within the last 12 calendar months. Other specified documents pertaining to this project and specifications shall be provided on manufacturer and/or vendor letterhead and shall be dated within 30 days of the request and signed by authorized personnel. Specific submittal information shall include the following:

   1. The CONTRACTOR shall furnish design calculations for each pipe

establishing the structural capabilities, chemical composition, thickness, and other mechanical properties of the liner system proposed.

2. The CONTRACTOR shall furnish a Summary Table of CIPP material properties, including short-term flexural modulus of elasticity, fifty (50) year flexural modulus of elasticity, short-term flexural strength, fifty (50) year flexural strength, and chemical resistance. Certified test reports shall be submitted verifying each value.

3. The CONTRACTOR shall furnish independent third-party certified laboratory test reports demonstrating that the exact resin/liner combination to be used for the project meets the requirements for initial structural properties per ISO 178 with wall thickness measured per DIN EN 13566-4, and for chemical resistance with testing performed in accordance with American Society for Testing and Material (ASTM) F1216-Appendix X2.

4. The CONTRACTOR shall furnish independent third-party certified laboratory test reports demonstrating the exact resin/liner combination to be used for the project has been tested for long-term flexural modulus of elasticity and long term flexural strength in accordance with ASTM 2990

5. The CONTRACTOR shall furnish copies of the manufacturer's brochures giving a complete description of the product proposed, its physical and chemical composition, the same for the thermosetting resin or epoxy hardener.

6. Pre- and post-installation videos and logs per Article 3.04 shall be submitted during the course of work.

7. Catalyst system and resin/catalyst ratio.

8. The proposed curing tables/process shall be approved by the resin manufacturer in writing. Cure schedules shall include specific information on "step curing" procedures, "cooking times", duration and "cool down" procedures – all to be approved by the resin manufacturer and the ENGINEER in writing.

9. The CONTRACTOR shall submit a Certificate of Authenticity from the resin manufacturer for each shipment to the wet-out facility to include the date of manufacture and the Heat Distortion Temperature. This information shall be submitted before the manufacture or installation of any CIPP.

10. The CONTRACTOR shall submit a written Contingency Plan, including methods and equipment to be used to repair unacceptable liner defects and for removing failed liners. The Contingency Plan should account for availability and accessibility of backup equipment.

11. The CONTRACTOR shall submit its proposed plan for ensuring that the finished and installed CIPP meets the minimum thickness requirements. The plan shall include detailed inversion procedures to reduce stretching and resin loss and to minimize shrinkage.

B. The manufacturer shall submit a CURRENT written certification that the lining system complies with all applicable requirements of these Specifications.

## 1.05 Warranty

The CONTRACTOR shall warrant all work and materials installed under this Contract for five (5) years from the date of final acceptance. All CIPP liners shall have a minimum design and service life of fifty (50) years. The date of final acceptance shall be the date final payment is made to the CONTRACTOR.

# Part 2 Products

## 2.01 Resins

The resin for CIPP installed under this Contract shall be a Standard Polyester Resin or Enhanced Polyester Resin unless otherwise directed by the Engineer due to site-specific field conditions and/or design requirements.

A. Standard Polyester Resins

1. The resin used shall be high-grade corrosion resistant isophthalic polyester specifically designed for the CIPP being installed. Only premium, non-recycled virgin resin shall be used. PET resins, or those containing fillers, additives, or enhancement agents shall not be used. The resin must be manufactured under ISO 9001 certified procedures.

2. The resin shall have been tested according to ASTM D2990, D5813, and F1216 by accredited, third-party testing facilities. Results of these tests

shall be made available to ENGINEER upon request.

B. Enhanced Polyester Resins

1. The resin used shall be a corrosion resistant enhanced thixotropic, medium reactivity, high viscosity, and rigid, chemical resistant isophthalic resin. These resins contain a mineral filler to enhance mechanical properties and are specifically formulated for use in the cured-in-place pipe (CIPP) industry.

2. The resin shall have physical and chemical properties equal to those of Reichhold Polylite® 33420-E and shall have been tested according to ASTM D 2990, D 5813 and F 1216 by accredited third party testing facilities. Results of these tests shall be made available to the ENGINEER upon request.

3. The resin must be manufactured under ISO 9001 certified procedures. The resin vendor must be able to reference the corrosion scale with the resin itself having a heat deflection temperature greater than two-hundred-twenty-four degrees Fahrenheit (224° F). Only premium, non-recycled resins will be accepted.

C. Urethane-Modified Vinyl Ester Resins (if applicable)

1. The resin used shall be a high-grade, premium vinyl ester combining outstanding corrosion resistance and high-temperature performance with excellent laminating characteristics. The resin must be manufactured under ISO 9001 certified procedures.

2. The resin vendor must be able to reference the heat corrosion scale with the resin itself having a heat deflection temperature greater than two-hundred-forty-four degrees Fahrenheit (244° F). Only premium, non-recycled resins will be accepted. PET resins or those containing enhancement additives and/or fillers will not be accepted.

D. The resin vendor must be able to reference the corrosion scale with the resin itself having a heat deflection temperature greater than 100 degrees Celsius (212 degrees Fahrenheit) unless specified otherwise.

E. Resins shall be shipped directly from the resin manufacturer’s facility to the CIPP wet-out facility. Resins shall not be sent to any intermediate mixing facility. Copies of the

shipping documents from the resin manufacturer shall be submitted to the ENGINEER indicating dates of shipment, originating and receiving locations.

## 2.02 Liner Tube

A. The tube shall consist of two (2) or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216. In the event of a discrepancy between the referenced ASTM requirement and this Specification, this Specification will govern.

B. The acceptable liner tube shall be constructed under ISO 9001 certified procedures. Proper certification shall be provided prior to the manufacture or installation of any CIPP.

C. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular shaped pipe sections.

D. The wet-out tube shall have a uniform thickness that when compressed at installation pressures shall meet or exceed design thickness.

E. The tube shall be manufactured to a size that, when installed following the CIPP System Manufacturer's written instructions, shall tightly fit the internal circumference and length of the original host pipe structure while simultaneously minimizing the creation of any wrinkles or fins on the interior wall surface. No more than one (1) splice per two-thousand linear feet (2,000 LF) shall be allowed. In the event that under-sized pipe is present, the liner tube shall be manufactured so that overlap folds or wrinkles do not occur. Allowances shall be made for the normally anticipated longitudinal and circumferential stretching that occurs during placement of the proposed tube into the host pipe structure.

F. The outside layer of the tube, before installation, shall have an impermeable polyurethane or polyethylene plastic coating. This coating shall be an impermeable, flexible membrane that shall contain the resin and facilitate monitoring of resin saturation during resin impregnation. This coating shall form the inner layer of the finished pipe and is required for enhancement of corrosion resistance, flow, and abrasion properties.

G. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated layers. No material may be included in the tube that

may cause de-lamination in the cured liner, and no dry or unsaturated areas or layer shall be evident. Liners with delineation and/or blistering will be cause for rejection.

H. The wall color of the interior liner surface after installation shall be a light-reflective color so that a clear, detailed inspection with closed-circuit television equipment may be conducted.

I. The outside of the tube shall be marked for distance at regular intervals not to exceed ten feet (10'). Such markings shall include the manufacturer's name or identifying symbol.

J. Only one (1) splice of liner tubes will be allowed on a line segment between access points (i.e., between two manholes).

K. The minimum length shall be that deemed necessary to effectively span the distance between manhole sections of the segment to be lined shall be deemed by the CONTRACTOR unless otherwise specified. The line lengths shall be verified in the field before impregnation of the tube with resin. The minimum length should include and make allowance for samples of eighteen inches (18") on each segment as required and requested by OWNER and ENGINEER.

1. The I.D. of the host pipe shall be measured from twelve (12) to six (6) o'clock and from nine (9) to three (3) o'clock. The average of these two numbers shall be considered the I.D. of the host pipe. The host pipe shall be measured during pre-TV by placing a "Fat-Boy" or equivalent tape measure at the mouth of the host pipe so that the camera records a true measurement of the host pipe from the twelve (12) to six (6) o'clock position in the pipe.

## 2.03 Catalyst Systems

A. The catalyst system shall be made up of a primary catalyst and a secondary catalyst. The primary catalyst shall be Akzo Perkadox 16 or approved equal and shall be added at a maximum of one percent (1%) of the resin volume by weight unless otherwise approved by the ENGINEER. The secondary catalyst shall be Akzo Trigonox or approved equal and shall be added at a maximum of 0.5% of the resin volume by weight, unless otherwise approved by the ENGINEER.

B. "Quick-Cure" or accelerated resin systems including those formulated by substantially increasing the amount of catalysts from that specified above will not be allowed. Resins, catalysts, and resin/catalyst mix ratios shall not be changed or

altered during this Contract unless specifically approved by the ENGINEER in writing.

C. The resin shall be shipped directly from the resin manufacturer's facility to the CIPP wet-out facility. The resin shall not be sent to any intermediate mixing facility. Copies of the shipping documents from the resin manufacturer shall be submitted to the ENGINEER indicating dates of shipment, originating and receiving locations.

D. A translucent blue dye shall be added to the catalyst to ensure that the catalyst has been impregnated uniformly throughout the entire length of the tube.

## 2.04 CIPP Design

A. Liner Thickness

1. The CIPP shall be designed in accordance with the applicable provisions of ASTM F1216 and D2412 for "fully deteriorated gravity pipe conditions" and shall meet the following design conditions:

a. American Association of State Highway and Transportation Officials (AASHTO) HS20-44 Live Load, whether under streets or not. The live load will vary based on depth of pipe.

b. A dead load based on the depth of pipe shown in the Master Spreadsheet.

c. A soil modulus of elasticity of one thousand pounds-per-square-inch (1,000 psi), soil weight of one-hundred-twenty pounds-per-cubic-foot (120 lbs/ft$^3$) and a coefficient of friction of Ku'=0.130r.

d. Minimum Short-term flexural modulus and long-term modulus when tested in accordance with ASTM D790.

i. 250,000 psi (short term), 125,000 psi (long term)

e. Minimum Flexural Stress of 4,500 psi, when tested in accordance with ASTM D790.

f. Safety factor of 2.0.

g. Groundwater elevation at the ground surface.

h. Pipe ovality of five percent (5%).

i. Poisson ratio of 0.3.

j. Enhancement factor (K) of 7.

k. Service temperature range shall be forty degrees Fahrenheit (40° F) to one-hundred-forty degrees Fahrenheit (140° F).

l. Maximum long-term deflection shall be five percent (5%).

2. Minimum Acceptable Pipe Thickness

a. The minimum cured liner thickness shall be as follows, regardless of what the calculations indicate as the required minimum thickness:

b.

| **Pipe Diameter** *(inches)* | **Depth to Invert** *(feet)* | **Minimum Thickness** (Installed) *(mm)* |
|---|---|---|
| 8 and 10 | 0-17 | 6.0 |
| 8 and 10 | > 17 | 7.5 |
| 12 | 0-8 | 7.5 |
| 12 | 8-16 | 7.5 |
| 15 | 0-16 | 10.5 |
| 18 | 0-18 | 13.5 |
| 24 | 0-18 | 16.5 |
| 30 | 0-18 | 18.0 |
| 36 | 0-18 | 18.0 |
| 48 | 0-18 | 30.0 |

The above table is in regard to **MINIMUM** liner thicknesses only. It is the CONTRACTOR's responsibility to determine the site specific external loads on the liner and increase its thickness as required. The CONTRACTOR shall submit his proposed plan for ensuring that the finished and installed CIPP meets the above minimum thickness requirements. The plan shall include detailed inversion procedures to reduce stretching and resin loss.

c. Any liner that does not meet the specified strength and/or thickness requirements shall be corrected by the CONTRACTOR in a manner

approved by the ENGINEER at no additional cost to the OWNER. The ENGINEER's decision on how to correct deficient CIPP installations shall be final.

d. All references to cured liner thickness shall be defined as total thickness after installation and after curing is complete.

3. The finished CIPP shall provide a uniform smooth, interior wall surface and will have at least one-hundred percent (100%) of the flow capacity of the original pipe before rehabilitation. In lieu of measurements, calculated capacities may be derived using a Manning "n" coefficient of 0.013 for the original pipe material and a Manning "n" coefficient of 0.010 for a joint-less smooth-wall cured-in-place pipe.

4. For clay lines with mainline diameters 8-inch and smaller, the liner system shall be as such designed by the Engineer. If the final cured thickness is within one-mill per the design for these specific segments, the Engineer will waive the minimum thickness requirements.

## 2.05 Hydrophilic End Seals

A. CONTRACTOR is to install Hydrophilic End seal at all manhole penetrations. The End Seals must be in a tubular form which when installed will form a three-hundred-sixty degree (360°) seal between the host pipe, and the newly installed liner and must be a minimum of three inches (3") wide. The use of caulking, rope, or band type of an end seal will not be allowed. Acceptable End Seals are Insignia™ End Seals by LMK Enterprises, 1779 Chessie Lane, Ottawa, IL 61350 (815) 433-1275, or pre-approved equal.

B. Materials

1. The materials utilized for the INSIGNIA™ END SEAL shall be provided in kits that are designed to accommodate varying pipe diameters, manhole depths, junction configurations, and pipe liner products. The INSIGNIA™ END SEAL kits are compatible with most rehabilitative pipe liner products, including cured-in-place, and fold-and-form Additionally, the INSIGNIA™ END SEAL kit may be used with many different pipe liner installation and curing methods, including inversion, pull-in-place, hot water curing, steam curing, ultra violet curing, and ambient curing methods. The components

of the INSIGNIA™ END SEAL include a tubular sleeve, and a mechanical fastener.

2. Tubular Sleeve: The member that creates the end seal is a hydrophilic neoprene rubber of approximately 50 Shore A durometer. The tubular sleeve has a uniform wall thickness of approximately two millimeters (2 mm), a length of approximately 3.5 inches, and a diameter slightly less than the interior pipe diameter. The hydrophilic neoprene rubber has the following characteristics:

| Physical Property | Test Method | Unit | Minimum Value |
|---|---|---|---|
| Shore A Hardness | ASTM D 2240 | Point | 50 +/- 5 |
| Tensile Strength | ASTM D 412 | psi | 1,177 |
| Elongation at Break | ASTM D 412 | % | 523 |
| Specific gravity | ASTM D 792 | | 1.2 |
| Swell capacity in water contact | GRCSC | % | 200 |

3. Mechanical Fastener: There are several mechanical fasteners available for use with the INSIGNIA™ END SEAL product. A first option is a shape-memory alloy that has been formed into a specific arcuate or other curvilinear configuration having an outer profile that is generally greater than the circumference of the pipe before insertion. This conformation allows the alloy to be bent into a configuration that fits inside of the tubular sleeve and the pipe. Once inside the pipe, the alloy is pressed against the wall of the tubular sleeve, thus pressing the tubular sleeve against the wall of the pipe.

   a. The shape memory characteristic of the fastener urges the fastener to return to its original profile. The alloy remains in a strained configuration, pressing the tubular sleeve against the pipe wall. A second option for a mechanical fastener is a ratcheting retaining ring. The ratcheted retaining ring includes a strip of material having a total length generally greater than the pipe diameter.

   b. A ratcheting worm gear is attached to the strip and the strip is formed into a ring shape of variable diameter. The ratcheting retaining ring allows an operator to manually adjust the outer profile of the mechanical fastener, allowing for a small initial diameter

before placement into the pipe. After the ratcheting retaining ring is placed within the pipe, the diameter of the retaining ring may be expanded by actuation of the worm gear to tightly hold the tubular sleeve in place.

4. Dual-sided Adhesive Tape: For some mechanical fasteners, a dual-sided adhesive tape may be used to affix the mechanical fastener to the tubular sleeve before installation within the pipe. This feature encourages the mechanical fastener to remain within the tubular sleeve during installation of the tubular sleeve and the pipe liner.

## 2.06 Preliner/Outer Film/Outer Liner

CONTRACTOR is to install preliner tube at all locations where the host pipe has extensive infiltration, is bituminous based, or other situations that might adversely affect the stability of the resin and/or curing agents without a barrier as recommended by the resin manufacture. Acceptable preliner tubes are Griffolyn® TX 1200 by Reef Industries, Inc. or pre-approved equal.

## 2.07 CIPP Sectional Repair

A. The reconstruction will be accomplished using a liner tube of a particular length and a thermo-set resin with physical and chemical properties appropriate for the application.

1. The tube positioned within a translucent inversion bladder is vacuum impregnated with the resin, then placed inside a protective launching device and winched through the sanitary sewer pipe. When the launching device is properly positioned, the end is opened and the resin-saturated tube and bladder are inverted out of the launching device and through the damaged section using controlled air -pressure.

2. Once the tube/resin composite is cured, the inversion bladder is re-inverted back into the launching device and removed from the pipe. The liner system shall be capable of repairing pipe defects in continuous lengths up to one-hundred feet (100’), ranging in diameters from six inches (6”) to thirty-six inches (36”).

B. Material

1. The tube will consist of one (1) or more layers of flexible non-woven needled felt or a reinforced non-woven.

    a. The tube will be continuous in length exhibiting a uniform minimum wall thickness based upon design calculations found in ASTM F2019, Appendix X1. No overlapping sections shall be allowed in the circumference or the length of the liner. The tube shall include compressible material at each end forming a smooth transition to the host pipe.

    b. The liner will be capable of conforming to offset joints, bells, and disfigured pipe sections. The resin will be polyester, or vinyl-ester with proper catalysts as designed for the specific application. The cured-in-place pipe shall provide a smooth bore interior. Each installation shall have a design report documenting the design criteria for a fully deteriorated pipe section, or a partially deteriorated pipe in cases where the pipe has previously been lined. Each end of the sectional liner should be tapered into the pipe for favorable hydraulic conditions.

2. The cured-in-place pipe shall meet or exceed the minimum test standards specified by the American Society for Testing Methods as described in ASTM F1216.

3. The tube should be outfitted with expanding hydrophilic O-rings at each end to form a compression end seal.

4. The installer shall be capable of viewing the beginning of the liner contacting the host pipe verifying the exact placement of the liner and that the liner has covered the entire damaged section. Video documentation of the placement, prior to curing, shall be provided to the OWNER. No measurement from a CCTV counter or estimating will be allowed.

5. The liner must be installed at low pressure, not to exceed ten pounds-per-square-inch (10 psi), to prevent damage or further damage to the host pipe. The tube shall be held tightly in place against the wall of the host pipe by pressure until the cure is complete for the required time per manufacture’s specifications.

# Part 3 Execution

## 3.01 General

A. All reconstruction of existing gravity sewers using an approved CIPP product and installer shall be performed in strict accordance with this Specification and the latest revision of ASTM F1216. Where discrepancies exist, or any latitude is either inferred or interpreted between this Specification and ASTM product and process standards, this Specification shall govern.

B. Pull-in and inflate methods of CIPP installations, (reference ASTM F1743), will not be acceptable.

C. The CONTRACTOR shall carry out his operations in strict accordance with all applicable OSHA standards. Particular attention is drawn to those safety requirements involving work on an elevated platform and entry into a confined space.

D. The OWNER will be responsible for locating and accessing all manholes needed to perform the work.

E. All surfaces, which have been damaged by the CONTRACTOR's operations, shall be restored to a condition at least equal to that in which they were found immediately prior to the beginning of the CONTRACTOR’s operations. Suitable materials and methods, acceptable to the ENGINEER, shall be used for such restoration. The restoration of existing property or structures shall be performed as promptly as practicable and shall not be left until the end of the construction period.

F. The tube shall be fabricated to a size that, when installed, will neatly fit the internal circumference of the conduit(s) designated for CIPP. Allowance shall be made for the circumferential stretching during insertion of the tube.

G. The CONTRACTOR shall be responsible for determining the minimum length to effectively span the distance from the manhole to manhole and shall verify the length of the fabric tube in the field before the tube is either cut to length or wet-out with resin. The tube may run through one or more manholes with the approval of the ENGINEER.

H. Traffic Control: The CONTRACTOR shall be responsible for traffic control during the course of each phase of the work.

1. Prior to beginning work, CONTRACTOR shall submit a traffic control plan for each section of work for the review and approval. It is the intent that this work is to be accomplished with as little disturbance to traffic, private property, and the public as is reasonably possible, consistent with timely completion thereof. The traffic control plan shall reflect such requirements where applicable.

2. Signs, signals, and detours shall conform to the Tennessee Department of Transportation (TDOT) requirements for streets and highways, latest edition. The CONTRACTOR shall have and maintain on site a sufficient supply of traffic cones and other traffic signaling devices, including trained and properly equipped flagmen, to safely control all traffic through the work zone(s). Road closures and/or detours will require advance scheduling and prior approval by the ENGINEER.

I. The OWNER will be responsible for making water available at existing hydrants necessary for the performance of this Contract.

## 3.02 Daily Work Schedule

A. Insofar as is possible, all project work shall be so scheduled to accomplish the work in a single working day or shift. Prior approval must be obtained from the ENGINEER if work is to be performed at night or on weekends to minimize traffic disturbance.

B. At the end of each working day, temporary tie connections shall be made between the relined section of pipe and the existing system and the plug in the upstream manhole removed, but not before the section being lined has been properly cured in accordance with the manufacturer’s instructions and all service connections are reinstated. In some instances, it may be necessary to bypass effluent from service connections.

C. Regular working hours are stated in the Supplemental Conditions. During CIPP installation, the inversion process for each liner shall begin before 10:30 A.M. on each working day. If the entire CIPP installation process endures past 10:30 P.M. on any working day, there shall be no work performed of any extent the following work day. The actual costs of the OWNER’s and ENGINEER’s inspection of the work performed outside of regular working hours will be billed to the CONTRACTOR and deducted from the CONTRACTOR’s application for payment as they occur.

## 3.03 By-Pass Pumping

A. As required for acceptable completion of the work and/or to avoid damages due to sewer spills or overflows, the CONTRACTOR shall provide for continuous sewer flow maintenance around the section or sections of pipe designated for rehabilitation in accordance with *Section 333000 – Sanitary Sewerage* of these Specifications.

B. CONTRACTOR shall be responsible to limit the extent and duration of such blockages and back-ups so that overflows and spillage onto public or private property and into storm sewers, waterways, and streets does not occur. In the event that such spillage or overflows do occur during the course of or as a result of the Work, the CONTRACTOR performing the Work shall immediately eliminate the spillage or overflow and, as necessary, remove the blockage and eliminate the back-up. On elimination of the spillage or overflow, the CONTRACTOR is to clean up and disinfect the area.

C. Work to stop or contain such events is to be deemed emergency in nature and sufficient justification for total mobilization of resources, the use of overtime or double time, and any other reasonable measures to assure correction of the problem without delay. Damages arising from blockages, back-ups, spillage, or overflows of sewage during the course of the Work or because of the Work shall be the sole responsibility of the CONTRACTOR.

D. Sewage flow shall be pumped around segments during the installation and testing of cured-in-place pipe, the televising of sewers, and lateral service reinstatement.

E. Pumping equipment shall have the capacity to convey one-hundred percent (100%) of peak flows around the construction area.

1. The flow shall be intercepted at the upstream end of the construction area and shall be pumped through temporary piping of adequate size. The flow shall be discharged into a manhole on the downstream side of the construction area, thus by-passing the sewer segment(s) under construction. The CONTRACTOR shall be required to contact all residential and commercial customers whose service lines connect to the sewer main being bypassed and inform them that they will be temporarily out of service. The CONTRACTOR shall also advise those customers against water usage until the mainline is back in service.

2. After completing the necessary work on the main line to allow its reuse, the

CONTRACTOR shall advise those customers that the sewer main is back in service. The CONTRACTOR shall maintain a high degree of professionalism, both in workmanship and appearance, at all times. Should a condition arise that the CONTRACTOR cannot restore service within twelve (12) hours of service interruption; the CONTRACTOR shall make provisions for pumping all flows within the service interruption area at no cost to the OWNER.

F. Open channels or trenches shall not be used to convey flow.

G. A standby pump of the same capacity shall be required on site.

H. The CONTRACTOR is responsible for paying all fines imposed for overflows or spills during construction.

## 3.04 Preliminary Installation Requirements

A. CONTRACTOR shall notify the ENGINEER prior to beginning cleaning activities and pre-construction closed-circuit televising (CCTV) inspection. CONTRACTOR shall plan cleaning and pre-construction CCTV inspection activities far enough in advance of CIPP lining activities to allow ENGINEER time to review any critical damage reports that may develop from the CCTV inspection results.

B. Prior to CIPP installation, the pipe shall be cleaned to the satisfaction of the ENGINEER per *Section 330130.11 – Television Inspection of Sewers* of these Specifications.

C. Pre-Installation Video Inspection: The section of sewer designated for CIPP shall be televised to its full length using a remote television camera in accordance with *Section 330130.11 – Television Inspection of Sewers* of these Specifications and shall be submitted to the ENGINEER for review. Camera shall have rotation of plus –or-minus three-hundred degrees (+/-300º) and equipped with a zoom lens.

D. Debris Disposal: All debris cleaned from the pipe shall be removed and disposed of by the CONTRACTOR. Debris shall not be allowed to wash into any other pipe segment either upstream or downstream from the pipe segment being cleaned. A screening basket or other device designed to catch debris shall be installed in the next further manhole downstream of the installation until cool-down and service reinstatement is complete.

## 3.05 Customer Notifications

A. The CONTRACTOR shall contact all residential and commercial customers whose service is to be interrupted by rehabilitation work or who may be affected by upstream or downstream rehabilitations. The customer shall be informed that they will be temporarily out of service. This notification shall be made a minimum of twenty-four (24) hours prior to beginning rehabilitation work.

B. For all residences, the CONTRACTOR shall leave a door hanger detailing the service outage and providing contact information. Door hanger samples shall be submitted to the ENGINEER for review and approval. The CONTRACTOR shall also advise those customers against water usage until the mainline and lateral are back in service. After completing the necessary work on the main line and lateral to allow their reuse, the CONTRACTOR shall advise those customers that the sewer is back in service. Should a condition arise that the CONTRACTOR cannot restore service within twelve (12) hours of service interruption, the CONTRACTOR shall make provisions for pumping all flows within the service interruption area at no cost to the OWNER.

C. All customer notification documentation and procedures shall meet the requirements of the OWNER.

## 3.06 Resin Impregnation of the CIPP Tube (Wet-Out)

A. The CONTRACTOR shall designate a location where the tube shall be impregnated or “wet out” with resin, using distribution rollers and a vacuum impregnation system to thoroughly saturate the tube’s felt fiber prior to installation in the field.

1. The impregnated tube shall be free of pinholes, resin voids and other defects. If the cured-in-place pipe is impregnated at the manufacturing plant, it shall be delivered to the job site in a refrigerated truck, and remain refrigerated prior to installation to prevent premature curing.

2. The flexible tube shall be vacuum impregnated with resin under controlled conditions or by such other means provided such means can assure thorough resin impregnation to the full satisfaction of the OWNER/ENGINEER. The volume of resin used shall be sufficient to fill all voids in the tube material at normal or design thickness and diameter. The volume of resin shall be adjusted by adding seven percent (7%) to ten percent (10%) excess resin for the change in resin volume due to

polymerization and allow for any migration of resin into the cracks and joints in the original pipe.

3. The quality control documentation shall include resin lot numbers, volumes of resin, catalyst, enhancers, date of wet-out, storage/transportation controls, and quality assurance procedures. A checklist must be included documenting that each critical step in the resin impregnation process is checked off and initialed.

B. Care shall be taken in shipping, handling, and storage to avoid damaging the liner. Any liner damaged in shipment shall be replaced as directed by the OWNER at no additional cost to the OWNER.

## 3.07 Inversion of CIPP

A. The impregnated tube shall be inverted through an existing manhole or other approved access point utilizing a hydrostatic water column until it has fully traversed the designated line length and the inversion face breaches the destination manhole or termination point.

1. The fluid column shall have been adjusted and maintained to be sufficient to cause the impregnated tube to hold tight against the existing pipe wall, produce dimples at side connections, and flared ends at the manholes. Lubricant during inversion shall be used as necessary in accordance with the CIPP manufacturer’s recommendations.

2. Thermocouples shall be placed at the top and bottom interface of both ends of the liner for monitoring temperature during the cure cycle. Care should be taken during tube installation not to over-stress the fabric fiber. Air Stream inversion and cook requires prior approval from the ENGINEER.

B. Pressurized air may be used in the place of a hydrostatic water column but only on a pre-approved basis by the ENGINEER. The CONTRACTOR shall submit a list of pipes, with accompanying documentation, that are intended to be inverted using pressurized air to the ENGINEER a minimum of seven (7) calendar days prior to field activities for approval on a “case by case” basis. All requirements outlined in Article A of this subsection shall pertain to pressurized air inversion if utilized. Should one or the other of the installation methods utilized by the CONTRACTOR prove not to be successful, as determined at the sole discretion of the ENGINEER/OWNER, the ENGINEER/OWNER may eliminate the option of

that method.

C. Air over water pressure vessels or pressure head simulators may be used with prior approval from the ENGINEER. Approval for the use of this type of apparatus may be considered on a “case by case” basis. Pull-In and Inflate methods of CIPP installations, (i.e., ASTM F1743), will not be acceptable. Before the inversion begins, the tube manufacturer shall submit to the CONTRACTOR, and the CONTRACTOR to the ENGINEER, the minimum pressure required to hold the tube tight against the host pipe and the maximum allowable pressure so as not to damage the tube.

D. When using pressurized air, particular attention should be given to the maintenance of the minimum required “finished and installed” thickness of the CIPP. Once the inversion has started, pressure shall be maintained between the minimum and maximum pressures until the inversion has been accomplished.

E. Prior to any inversion, the CONTRACTOR shall submit a Post-Cure Hold Time and Temperature Table. This table shall indicate the minimum time and temperature the inverted tube will be held at in order to achieve desired physical properties. The resin manufacturer shall certify both the time and temperatures presented in the table. The Time and Temperature Table submitted for using steam curing shall be identical to time and temperature hold times when curing with heated, circulated water.

## 3.08 Curing – Heat/Air

A. Follow the submitted cure schedule in curing the CIPP liner. Initial cure shall occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the thermocouples indicate that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature shall be raised to the post-cure temperature recommended by the resin manufacturer. Post-Cure temperature should be held for a period as recommended by the resin manufacturer, during which time the recirculation of the water and cycling of the heat source to maintain the temperature continues.

B. Curing must take into account the existing pipe material, the resin system, and the ground conditions (temperature, moisture level, and thermal conductivity of the soil).

C. Circulated Heated Water Method: A suitable heat source and water recirculation equipment is required to circulate heated water throughout the pipe. The equipment shall be capable of delivering hot water throughout the inverted tube to uniformly raise the temperature required to affect a cure of the resin.

D. Controlled Steam Method: Suitable steam-generating equipment is required to distribute steam throughout the pipe. The equipment shall be capable of delivering steam throughout the inverted tube to uniformly raise the temperature required to affect a cure of the resin. This method may be used only if evaluated on a case by case basis and pre-approved by the ENGINEER. The CONTRACTOR shall submit a list of pipes, with accompanying documentation, that are intended to be cured via steam to the ENGINEER a minimum of (7) calendar days prior to field activities for approval on a case by case basis.

E. Curing must take into account the existing pipe material, the resin system, and the ground conditions (temperature, moisture level, and thermal conductivity of the soil).

## 3.09 Cool-Down

Cool-down of the cured pipe liner shall be in accordance with the manufacturer's recommendations. Care should be taken during the cool-down process so as to minimize shrinkage of the CIPP.

## 3.10 Termination and Sealing at Manhole Outlets

A. Termination of the cured-in-place pipe at the manhole shall be completed by trimming the inverted pipe end back in accordance with the CIPP manufacturer's recommendations and to the satisfaction of the ENGINEER. If, in the judgment of the ENGINEER the CIPP does not fit tightly against the sewer main at its termination point(s), the void between the host pipe and the CIPP shall be sealed by filling it with a resin mixture compatible with the CIPP at no additional cost to the OWNER.

B. The Cured-in-place pipe inverts of lined-through manholes shall remain in place as part of the finished CIPP, unless the manhole is being rehabilitated as specified elsewhere in these specifications. The finished CIPP shall be trimmed to match the profile of the existing interface between the pipe and manhole wall or bench.

The annular space between the CIPP and the host structure(s) shall be sealed with a Hydrotite™ style SS-0215 hydrophilic waterstop seal or ENGINEER approved equal. Any water entering or exiting the annular space between the manhole and the finished CIPP after installation must be stopped by the CONTRACTOR by a method approved by the ENGINEER.

C. No annular space shall be visible between the CIPP and manhole wall. If, in the judgment of the ENGINEER the CIPP does not fit tightly against the sewer main at its termination point(s), the void between the host pipe and the CIPP shall be sealed by filling it with a resin/epoxy mixture compatible with the CIPP approved by the ENGINEER or by utilizing manhole end seals or hydro-tite gaskets, all at no additional cost to the OWNER.

## 3.11 Testing of CIPP

A. The ENGINEER may, at its discretion, direct the CONTRACTOR to collect samples of the cured CIPP for laboratory determination of flexural strength, flexural modulus and wall thickness for each test sample. These three individual analyses shall comprise one completed test. All samples shall be collected per the sampling protocols set forth in ASTM F1216.

B. For each line segment, the CONTRACTOR shall remove one restrained sample of the installed liner at least twelve inches (12”) in length for testing.

1. The sample submitted shall be the exact same Internal Diameter (I.D.) as the host pipe. Samples caught in smaller diameter pipes shall not be acceptable. For sewers fifteen inches (15”) and larger, plate samples may be taken and cured in the same water as the installed CIPP. Plate samples shall be wet out at the CONTRACTOR’s facility, arrive on the job site uncured, held in a container, placed into a down tube, and cooked at the same rate as the mainline CIPP liner. For each sample taken, the CONTRACTOR shall cut and deliver a twelve inches (12”) in length representative sample (taken at least two inches [2”] from the end of the specimen) to the ENGINEER.

2. The sample delivered to the ENGINEER shall be labeled. The samples shall be taken in the presence of the ENGINEER. (NOTE: Any preliner tube material must be removed from the sample by the CONTRACTOR before delivering the sample to the ENGINEER.) The sample shall be delivered to

the ENGINEER at the location of the installation and shall not leave the installation site. Not providing a sample or leaving the installation site before delivering the sample to the ENGINEER shall constitute grounds for non-payment of that segment at the sole discretion of the ENGINEER.

C. The tests shall be used to verify that the installed CIPP meets these Specifications. CIPP thickness shall be measured in accordance with ASTM D5813. Flexural properties shall be determined per ASTM D790. The CONTRACTOR shall label and date all samples and deliver the samples directly to the ENGINEER.

D. Any liner that does not meet the specified strength and/or thickness requirements, regardless of the amount below the specified requirements, shall be corrected by the CONTRACTOR in a manner approved by the ENGINEER. The ENGINEER's decision on how to correct deficient CIPP installations shall be final.

E. Options for correcting deficient liners that may be considered by the ENGINEER include removing the liner and re-lining the sewer, excavating and replacing the sewer from manhole to manhole, or providing the OWNER with a credit. The primary option that will be considered will be to re-line the sewer. Credits will only be authorized for CIPP that does not meet required thickness. If a credit is acceptable to the OWNER, the credit shall be calculated by multiplying the bid price by the percent that the liner thickness is below the required installed thickness as follows:

Credit = (1 – Installed CIPP thickness/required CIPP thickness) x bid price

The CONTRACTOR shall not assume a credit will be acceptable to the OWNER under any circumstance. This would be the OWNER's sole discretion.

F. Leakage Testing of CIPP Sewer Main: Leakage testing of all finished CIPP-lined sewer mains shall be conducted prior to the reinstatement of laterals in the presence of the ENGINEER in accordance with the exfiltration test method for gravity pipes described in *Section 333000 – Sanitary Sewerage* of these Specifications. The CONTRACTOR shall furnish all equipment and personnel necessary to conduct all of the leakage tests.

## 3.12 Lateral Service Reconnection - Internal

A. After the CIPP has been cured, the existing service connections and laterals shall be reinstated. (See *Section 333130.74 – Cured-in-Place Lateral Lining*). In

general, reinstatement of service connections and laterals shall be accomplished internally, without surface excavation, using a remote control cutting device equipped with a television monitor. Reopened services shall be wire brushed to the satisfaction of the ENGINEER. In some cases, remote reinstatement may not be possible. In these instances, reinstatement by conventional methods in accordance with the standard Specifications is acceptable.

B. All connections must be reinstated by at least ninety-five percent (95%) of the original opening. Holes cut outside the lateral opening or oversized cutting, more than one-hundred percent (100%) must be repaired at the CONTRACTOR's expense. Particular attention shall be given to the lower quadrant of the opening to ensure that no accumulation of solids or debris will occur at the service tie-in.

C. All capped or factory plugged service connections shall not be opened unless otherwise directed by the ENGINEER.

## 3.13 Final Acceptance

A. "Post" and "Final Post"-installation videos shall be conducted and submitted to the ENGINEER in accordance with *Section 330130.11 – Television Inspection of Sewers* of these Specifications. The finished CIPP shall be continuous over the length of pipe between two manholes and shall be an impermeable, joint-less conduit, free from visual defects such as foreign inclusions, dry spots, pin holes, lifts, or delamination. Camera shall have rotation of plus-or-minus three-hundred degrees (+/-300º) and equipped with a zoom lens. In order to be considered for payment, the post installation videos MUST include the pipe connections at both ends of the pipe.

B. Wrinkles in the CIPP, (other than minor, longitudinal pressure wrinkles), will not be acceptable. The ENGINEER shall determine as to the acceptability of pressure wrinkling with that decision being final. Options for correcting deficient liners that may be considered by the ENGINEER include grinding the wrinkles and installing a full-length liner from manhole to manhole, excavating and replacing the sewer from manhole to manhole, or providing the OWNER with a credit. Credits may only be accepted or authorized for cases in which the wrinkles, in the opinion of the ENGINEER/OWNER, do not affect the hydraulics or result in the build-up of solids. In the event the finished liner does not fit tightly against the original pipe at its termination point(s), the space between the liner and the pipe shall be made watertight, utilizing manhole end seals, hydro-tite gaskets, or approved equal.

C. After curing of the resin is completed, the hardened CIPP shall extend from manhole to manhole of the section designated providing a structurally sound, corrosion-resistant, watertight conduit that excludes exfiltration and infiltration, is tight-fitting within the existing pipe, and is free of voids or annular spaces between the CIPP and the existing pipe walls. K-Factor for tightness shall equal 7.0 or greater.

D. All terminations into manhole walls shall be watertight at the time of final inspection. No annular space shall be visible between the CIPP and manhole wall. In the event that an annular space is present, it shall be completely filled with epoxy or other suitable material to the satisfaction of the ENGINEER.

E. The finished pipe must be such that when the thermosetting resin cures, the total wall thickness will be a homogeneous, monolithic felt and resin composite matrix that will be chemically resistant to withstand internal exposure to domestic sewage. When cured, the CIPP must form a mechanical bond with the host pipe.

END OF SECTION

# Part 1 General

## 1.01 Scope

A. Provide all labor, material, and equipment to provide for the reconstruction of existing sanitary sewer service laterals using an approved Cured-In-Place Pipe (CIPP) method by forming a new pipe within an existing pipe, which has generally maintained its original shape. The CIPP liner system shall consist of a one piece resin impregnated, flexible, non-woven felt tube installed into the existing lateral connection utilizing a pressure apparatus positioned in the mainline pipe. The liner is pressed against the host pipe by pressurizing a bladder that is held in place until the resin has cured. When cured, the liner shall have a watertight connection seal at the main line and extend over a predetermined length of the service lateral and a section of the main pipe in a continuous, one piece, tight fitting, corrosion resistant and verifiable non-leaking, structural pipe within a pipe. This Specification covers the general requirements for the referenced Specifications, CIPP manufacturer, and CONTRACTOR qualifications, submittal and warranty guidelines, materials, pre-installation and installation procedures, and testing.

B. Related Work:

1. Section 330130.11 – Television Inspection of Sewers

2. Section 330130.72 – Cured-In-Place Pipe Lining

3. Section 333000 – Sanitary Sewerage

4. Section 333116 – Site Sanitary Sewerage Gravity Service Laterals

C. The work performed under this Section of the Specifications is deemed to be Specialty Contractor Work and is subject to the provisions of the General Conditions.

## 1.02 Submittals

A. Before any field work by the CONTRACTOR, the CONTRACTOR shall submit to the ENGINEER for his review the following:

1. Fully detailed shop drawings and/or legible catalog cuts of all items included within this Section.

2. Detailed installation procedures and specific procedures for rehabilitation of sanitary service laterals.

3. Name and work experience of superintendent and installation crew for this project.

## 1.03 Quality Assurance

A. The CIPP Service Lateral System shall be the exact name-brand proposed with the Manufactured System having a minimum of a five (5) year history of satisfactory performance with a minimum of at least 10,000 CIPP lateral installations in wastewater collection system applications.

B. The CONTRACTOR or subcontractor shall have a minimum of two (2) years of continuous service experience installing CIPP lateral lining in pipe of similiary size, length and configuration as proposed in this project. Additionally, the CONTRACTOR or subcontractor shall have successfully installed 5,000 CIPP laterals in a wastewater collection system application.

C. The onsite Superintendent must have installed over 2,500 CIPP laterals of like condition for this geographic area and have a minimum of five (5) years of CIPP industry experience.

D. Bidders shall be prepared to submit a list of installation projects, number of connections sealed and lateral footage lined providing contact names, addresses and contact information (phone numbers and email addresses) for references at the request of the Engineer.

# Part 2 Products

## 2.01 Acceptable Manufacturer

The CIPP lateral rehabilitation system shall be “T-Liner” as manufactured by LMK Enterprises, Inc., or “SCS+L” as manufactured by BLD Services, LLC.

## 2.02 General

A. The finished pipe must be such that when the resin cures, the total wall thickness will

be a homogeneous, monolithic felt and resin composite matrix that will be chemically resistant to withstand internal exposure to domestic sewage.

B. The resin/liner composite used shall strictly adhere to this Specification.

## 2.03 Materials

A. Liner Tube - General

1. All sewer rehabilitation products submitted for approval must provide third-party test results supporting the long term performance and structural strength of the product and such data shall be satisfactory to the OWNER. Tests are to include the main, laterals, and main/lateral connection materials. Test samples shall be prepared so as to simulate installation methods of the liner. No product will be approved without independent third party testing verification for all components proposed.

2. In the event of a discrepancies between referenced ASTM requirements and this Specification, this Specification will govern.

3. The acceptable liner tube shall be constructed under ISO 9002 certified procedures.

4. The textile tube and sheet shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular shaped pipe sections.

5. The tube shall be manufactured to a size that when installed shall tightly fit the internal circumference and length of the original pipe. In the event that under-sized pipe is present, liner tube shall be manufactured so that overlap folds or wrinkles do not occur. Allowances shall be made for circumferential stretching during inversion.

6. Both the mainline and lateral portions must be constructed in way that when installed the resin felt portion is in contact with the host pipe and not the felt coating. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated layers. No material may be included in the tube that may cause de-lamination in the cured liner, and no dry or unsaturated areas or layer shall be evident. The lateral tube will be

capable of conforming to offset joints, bells and disfigured pipe sections.

7. The wall color of the interior liner surface after installation shall be a light-reflective color so that a clear, detailed inspection with closed-circuit television equipment shall be conducted.

8. The outside of the tube shall be marked for distance at regular intervals not to exceed ten feet (10’). Such markings shall include the manufacturers name or identifying symbol.

9. The minimum length shall be that deemed necessary by the CONTRACTOR to effectively span the distance between the connection with the main sewer pipeline and a clean out installed at the edge of the utility right-of-way or easement. For those installations where the tube does not reach the cleanout, the mainsheet and lateral tube assembly shall extend a minimum of one foot (1’) beyond the first joint of the service lateral as measured from the connection to the main sewer pipeline. The line lengths shall be verified in the field by the CONTRACTOR before impregnation of the tube with resin.

10. The main liner tube shall be formed from a flat sheet of resin absorbent material suitable for CIPP. The forming of the tube is accomplished by one end of the textile sheet overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the lined main pipe. The interior of the textile sheet shall be laminated with an impermeable, translucent flexible membrane. The textile sheet before insertion shall be permanently marked on the membrane as a “Lateral Identification” correlating to the address of the building the lateral pipe provides service. The mainline tube shall have compressible ends which provide a tapered transition to the mainline liner or pipe. The lateral tube will be capable of conforming to offset joints, bends, bells, disfigured pipe sections and pipe diameter transitions.

11. The main tube and lateral tube shall form a one-piece assembly by stitching the lateral tube to the mainsheet aperture. The connecting end of the lateral tube shall be shaped to match the aperture and curvature of the main tube. The lateral tube and main tube shall be sealed by use of a flexible cured adhesive/sealant.

12. The main/lateral tube assembly shall take the shape of a “TEE” or “WYE” with corresponding dimensions such as a curved circle or a curved elliptical

opening in the pipefitting. Submittals for the liner assembly must include the manufacturer's assembly methods and test protocol for the main/lateral liner assembly to be certified as airtight prior to resin saturation. Each liner assembly must include this test data and be certified by the manufacturer to be airtight prior to resin saturation.

B. Physical Strength - General

1. The structural performance of the finished pipe must be adequate to accommodate all anticipated loads throughout its design life. No cured-in-place pipe reconstruction technology will be allowed that requires bonding to the existing pipe for any part of its structural strength. Only resin vacuum impregnation will be allowed. If reinforcing materials (fiberglass, etc.) are used, the reinforcing material must be fully encapsulated within the resin to assure that the reinforcement is not exposed, either to the inside of the pipe or at the interface of the CIPP and the existing pipe.

2. Design methods are to be derived from traditionally accepted pipe formulas for various loading parameters and modes of failure. All equations will be modified to include ovality as a design parameter. The design method shall be submitted to the Engineer for approval prior to the pre-bid conference.

3. The CIPP lateral pipe shall conform to the minimum structural standards as listed below:

Table 1 CIPP MINIMUM STRUCTURAL STANDARDS

| PROPERTY | ASTM Standard | RESULTS |
|---|---|---|
| Flexural Stress | ASTM D 790 | 4,500 psi |
| Flexural Modulus | ASTM D 790 | 250,000 psi |

C. Resin - General

1. The resin used shall be a high-grade, corrosion resistant, polyester, vinylester, epoxy, or silicate resin and catalyst system that when properly cured within the composite liner assembly, meeting the structural and chemical resistance requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP, for this project. Only PREMIUM, NON-RECYCLED resin shall be used. Polyethylene Terephthalate (PET) resins, or those containing fillers, additives

or enhancement agents shall not be used. The resin must be manufactured under ISO 9002 certified procedures.

2. In order that the ENGINEER is assured that the specified resin is used for the duration of the Project, the following provisions are made part of this Specification:

   a. The CONTRACTOR shall wet-out service lateral liners on the job site. The impregnated tube shall be free of pinholes, resin voids and other defects. If the cured-in-place pipe is impregnated at the manufacturing plant, it shall be delivered to the job site packed in ice in a refrigerated truck, and remain refrigerated prior to installation to prevent premature curing.

   b. The ENGINEER shall have the right to witness the designated wet-out process and draw samples from one or both sampling valves without prior notice to the CONTRACTOR for the duration of the Contract.

   c. To further assure usage of a specified resin, the ENGINEER reserves the right to subject resin samples to an infrared analysis scan (IR Scan). This standard analytical test involves shining a beam of light in the infrared frequency region through a thin sample of subject resin. The frequency of light is then varied across the infrared spectrum.

   d. Chemical functional groups present in the resin being analyzed will absorb infrared light as specific frequencies and with characteristic absorption intensities. A spectrum created from the measurement of light transmitted through the sample across the range of infrared frequencies shall be used to determine the resin's chemical fingerprint.

## 2.04 CIPP Design

A. Liner Thickness

1. The CONTRACTOR shall submit liner thickness calculations to the ENGINEER for review. The CIPP shall be designed in accordance with the applicable provisions of F1216 and D2412 for "fully deteriorated gravity pipe

conditions" and shall meet the following design conditions:

a. AASHTO H-20 Live Load with two trucks passing for CIPP in streets - sixteen-thousand pounds (16,000 lbs.)

b. A soil modulus of elasticity of one thousand pounds-per-square-inch (1,000 psi), soil weight of one-hundred-twenty pounds per cubic foot (120 lbs/ft$^3$) and a coefficient of friction of Ku'=0.130r.

c. Short-term flexural modulus of two-hundred-fifty-thousand pounds-per-square-inch (250,000 psi) and long-term modulus of one-hundred-twenty-five pounds-per-square-inch (125,000 psi). Flexural strength of four-thousand-five-hundred pounds-per-square-inch (4,500 psi).

d. Safety factor of 2.0 shall be used.

e. Groundwater elevation one foot below ground surface.

f. Pipe ovality of two percent (2%).

g. Poisson Ratio (PR) of 0.3.

h. Enhancement factor (K) of seven (7).

i. Service temperature range shall be forty to one-hundred-forty degrees Fahrenheit (40° F to 140° F).

j. Maximum long-term deflection shall be five percent (5%).

k. The installed, cured thickness shall be the largest thickness as calculated for deflection, bending, buckling and minimum stiffness.

## 2.05 Minimum Acceptable Pipe Thickness (Selected Diameters)

A. The minimum installed, cured liner thickness shall be as follows, regardless of what the calculations indicate as the required minimum thickness:

**4-inch sewer:**
0 to 15 feet deep – 3mm
depths> 15 feet deep – 4.5mm

**6-inch sewer:**
0 to 17 feet deep – 3mm
depths> 17 feet deep – 4.5mm

**8-inch sewer:**
0 to 17 feet deep – 4.5mm
depths> 17 feet deep – 6mm

B. The CONTRACTOR shall submit his proposed plan for ensuring that the installed CIPP meets the above minimum thickness requirements. The plan shall include the proposed CIPP thickness to be installed (pre-installation thickness) and detailed inversion procedures to reduce stretching and resin loss.

## 2.06 ”T-Liner” Product (LMK Enterprises, Inc.)

A. The Main/Lateral Lining shall be in accordance with ASTM F2561-20 "Standard Practice for Rehabilitation of a Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured-in Place Liner"

B. The reconstruction shall be accomplished using a non-woven textile tube of particular length and a thermo-set resin with physical and chemical properties appropriate for the application. The lateral tube located within a translucent inversion bladder is vacuum impregnated with the synthetic resin and is then placed inside of a protective carrying device. The mainline portion of the liner is physically attached to the lateral portion and is affixed around a rigid "T" launching device. The protective "T" launching device is winched into the existing sewer. When the "T" launching device is properly positioned at the lateral connection, the mainline bladder is inflated by pressurized air that presses the main liner against the host pipe. The lateral portion is then, inverted up through the lateral service line by the action of the inversion bladder. Once the resin-saturated liner is cured, the inversion bladder and launching/carrying devices are removed.

C. The Main/Lateral Lining shall be in accordance with ASTM F2561-20 "Standard Practice for Rehabilitation of a Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured-in Place Liner"

D. The reconstruction shall be accomplished using a non-woven textile tube of particular length and a thermo-set resin with physical and chemical properties appropriate for the application. The lateral tube located within a translucent inversion bladder is vacuum impregnated with the synthetic resin and is then placed inside of a protective carrying device. The mainline portion of the liner is physically attached to the lateral portion and is affixed around a rigid "T" launching device. The protective "T" launching device is winched into the existing sewer. When the "T" launching device is properly positioned at the lateral connection, the mainline bladder is inflated by pressurized air that presses the main liner against the host pipe. The lateral portion is then, inverted up through the lateral service line by the action of the inversion bladder. Once the resin-saturated liner is cured, the inversion bladder and launching/carrying devices are removed.

E. The liner assembly shall be continuous in length and consist of one or more layers of absorbent textile material i.e. needle punched felt, circular knit or circular braid that meet the requirements of ASTM F1216 and ASTM D5813 Sections 6 and 8. The textile tube and sheet shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments, and flexibility to fit irregular pipe sections.

F. The wet-out textile tube and sheet shall meet ASTM F 1216, 7.2 as applicable, and shall have a uniform thickness and 5% to 10% excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

G. The outside layer of the textile tube (before inversion) and interior of the textile sheet shall be coated with an impermeable, translucent flexible membrane. The textile sheet before insertion shall be permanently marked as a "Lateral Identification" correlating to the address of the building and the lateral pipe services. The sheet and tube shall be surrounded by a second impermeable, flexible translucent membrane (translucent bladder) that will contain the resin and facilitate vacuum impregnation while monitoring of the resin saturation during the resin impregnation (wet-out) procedure.

H. The mainsheet and lateral tube shall be a one-piece assembly formed in the shape of a "T" or WYE. No intermediate or encapsulated elastomeric layers shall be in the textile that may cause de-lamination in the cured in-place pipe. The main sheet will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the main pipe. The lateral tube will be continuous in length and the wall thickness shall be uniform. The lateral tube will be capable of conforming to offset joints, bells, and disfigured pipe sections.

I. The CIPP shall be designed per ASTM F1216, Appendix X1.

J. The CIPP design for the lateral tube shall assume no bonding to the original pipe.

## 2.07 "SCS+L" Product (BLD Services, LLC)

A. Tube and resin will meet the requirements of ASTM F 1216, F1743 and D5813.

B. The liner shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit specified by the Owner. Allowance shall be made for circumferential stretching during insertion. The liner shall be a one piece joint-less polyester felt tube that will create a watertight seal at the mainline interface.

C. The minimum length shall be 36 inches (3 feet) to effectively span the distance from the lateral connection at the main or to the desired termination location in the service lateral pipe. For the purpose of this specification, the termination point shall be a distance within 18 inches of the intersection of a cleanout or property line. When required, an overlap method is performed with a pull-in-process installation from a cleanout or access point back to the main. In either case, the lateral liner must provide a watertight seal at the mainline and a structural repair of the lateral over the specified length. The CONTRACTOR shall verify the lengths in the field before impregnation of the resin.

D. Unless otherwise specified, the CONTRACTOR shall furnish a specially designed, unsaturated, Polyester or Vinylester resin catalyst system compatible with the cured-in-place process that provides cured physical strengths specified herein.

# Part 3 Execution

## 3.01 General Information

A. The reconstruction is accomplished using a non-woven textile tube of particular length and a thermo-set resin with physical and chemical properties appropriate for the application. The lateral tube located within a bladder is impregnated with the synthetic resin and is then placed inside of a protective carrying device. The mainline portion of the liner is physically attached to the lateral portion and is affixed around a rigid launching device. The protective launching device is winched into the existing

sewer. When the launching device is properly positioned at the lateral connection, the mainline bladder is inflated by pressurized air that presses the main liner against the host pipe. The lateral portion is then, inverted up through the lateral service line by the action of the inversion bladder.

B. Once the resin-saturated liner is cured, the inversion bladder and launching/carrying devices are removed. All reconstruction of existing gravity sewer service laterals using a pre-approved CIPP Product and Installer shall be performed in accordance with the latest revision of ASTM F1216. Any approved process shall strictly adhere to this specification with regard to all standards and requirements. Where discrepancies exist, or any latitude is either inferred or interpreted between this Specification and ASTM product and process standards, THIS SPECIFICATION SHALL GOVERN.

1. Prior to installation, the service lateral shall be cleaned and closed circuit television inspected per *Section 330130.11 – Television Inspection of Sewers* of these Specifications. The camera shall be self-centering and self-righting so that the flow appears on the bottom of the pipe. All debris cleaned from the pipe shall be removed and disposed of in a dumpsite designated by the OWNER. Debris shall not be allowed to wash into any other pipe segment either up or downstream from the pipe segment being cleaned. The interior of the pipeline shall be carefully inspected to determine the location of any condition that shall prevent proper installation, such as roots, and collapsed or crushed pipe sections. These conditions shall be noted. Experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television shall perform inspection of pipelines.

2. Lateral lining will be accomplished without a cleanout when possible. In the event a cleanout is required to complete the lining of the lateral, however should a cleanout be required, the CONTRACTOR is responsible for the installation of the cleanout at the unit rate for the mainline diameter bid price indicated in the bid schedule. The CONTRACTOR shall install a cleanout meeting the requirements of *Section 333000 – Sanitary Sewerage* and the details shown in these Specifications and/or the details shown in the Plans. The cleanout shall be at the edge of the utility right-of-way or easement, should one not exist.

3. The upstream side of the cleanout shall be plugged during insertion and curing of the liner assembly ensuring no flows enter the pipe and no air, steam, or odors will enter the building. Main sewer line flows will be by-passed

per methods outlined in *Section 333000 – Sanitary Sewerage* of these Specifications. When required, the main pipe flows will be by-passed. The pumping system shall be sized for normal to peak flow conditions. The upstream manhole shall be monitored at all times and an emergency deflating system will be incorporated so that the plugs may be removed at any time without requiring confined space entry.

4. The existing service lateral shall be clear of obstructions that prevent the proper insertion and expansion of the lining system. Changes in pipe size shall be accommodated, if the lateral tube is sized according to the pipe diameter and condition. Obstructions may include dropped or offset joints of no more than twenty percent (20%) of the inside pipe diameter.

5. The CIPP shall taper at each end so as to accept video equipment and maintain a proper flow. After the work is completed, the CONTRACTOR will provide the OWNER with video footage documenting the repair and the visual markings identifying the sewer lateral address as completed work per Section 330130.11 – Television Inspection of Sewers of these Specifications. The finished product must provide an airtight/watertight verifiable nonleaking connection between the main sewer and sewer service lateral.

6. The CONTRACTOR shall carry out his operations in strict accordance with all applicable Occupational Safety and Health Administration (OSHA) standards. Particular attention is drawn to those safety requirements involving work on an elevated platform and entry into a confined space. Prior to entering access areas such as manholes, an excavation pit, performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen shall be undertaken in accordance with local, state, or federal safety regulations.
7. The OWNER will be responsible for locating and accessing all manholes and provide access to water hydrants for cleaning, inversion and other work items requiring water.

8. All surfaces, which have been damaged by the CONTRACTOR's operations, shall be restored to a condition at least equal to that in which they were found immediately prior to the beginning of the CONTRACTOR’s operations. Suitable materials and methods shall be used for such restoration. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of the construction period. Compensation for this work will be included in the rehabilitation item to which

it pertains.

## 3.02 “T-Liner” Installation (LMK Enterprises, Inc.)

A. The lateral pipe shall be remotely accessed from the main pipe and from a cleanout. This shall be accomplished by the installation of a resin impregnated one-piece main and lateral lining by means of air inflation and inversion. The liner is pressed against the host pipe by pressurizing a bladder that is held in place until the thermo-set resins have cured. When cured, the liner shall extend over a predetermined length of the service lateral and a particular section of the main pipe as a continuous one piece, tight fitting, corrosion resistant and verifiable non-leaking cured in-place pipe. The Main/Lateral Lining shall be in accordance with ASTM F2561-06 "Standard Practice for Rehabilitation of a Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured-in Place Liner"

B. Resin Impregnation – The lateral tube and mainline sheet shall be encapsulated within the translucent bladder (liner/bladder assembly) and shall be vacuum impregnated with resin (wet-out) under controlled conditions. The volume of resin used shall be sufficient to fill all voids in the textile lining material at nominal thickness and diameter. The volume shall be adjusted by adding 5% to 10% excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe. No dry or unsaturated area in the mainline sheet or lateral tube shall be acceptable upon visual inspection.

C. Liner Insertion – The lateral tube and inversion bladder shall be inserted into the carrying device. The mainline liner and bladder shall be wrapped around the “T” launching device and held firmly by four hydrophilic O-rings. A two-part 100% solid epoxy shall be applied to the main/lateral interface. The epoxy shall be applied to the main liner, adjacent to the lateral opening and shall consist of a two-inch wide bands, 300 ml in volume. Both the launching and carrying device shall be pulled into the pipe using a cable winch. The pull will be complete when the open port of the “T” launching device is aligned with the interface of the service connection and mainline pipe. The lateral tube shall be completely protected during the pull. The mainline liner shall be supported on a rigid “T” launcher that is elevated above the pipe invert through the use of a rotating skid system. The liner assembly shall not be contaminated or diluted by exposure to dirt, debris, or water during the pull.

D. Bladder — The main bladder shall be inflated causing the main sheet to unwrap and expand, embedding the hydrophilic 0-rings between the main liner and the main pipe

as the main liner is pressed tight against the main pipe. The lateral tube is inverted by the action of the lateral bladder through the center of the main liner as it extends up into the lateral pipe to a termination point that shall be no less than 2-feet from the exterior cleanout. The Main/Lateral bladder assembly shall extend past all ends of the liner, as no cutting shall be required.

E. Curing – After liner placement is complete, pressure shall be maintained to press the liner firmly against the inner pipe wall. The liner shall be chemically cured at ambient temperatures or by a suitable heat source. The heating equipment shall be capable of delivering a mixture of steam and air throughout the liner bladder assembly to uniformly raise the temperature above the temperature required to cure the resin. The curing of the CIPP shall take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of the soil). The heat source temperatures shall be monitored and logged during the cure and cool down cycles. The manufacturer's recommended cure schedule shall be submitted.

F. CIPP Processing — Curing shall be done without pressure interruption with air or a mixture of air and steam for the proper duration of time per the resin manufacturer's recommendations. When the heat source is removed and the temperature on both ends of the CIPP reaches 100 degrees Fahrenheit or less, the processing shall be finished

G. The finished CIPP shall be continuous over the entire length of the rehabilitated sewer service lateral and 16-inches of the main pipe (5-inch on either side of a 6-inch lateral or 6-inch on either side of a 4-inch lateral connection). ). The CIPP shall smooth with minimal wrinkling and increase flow rate. The CIPP shall be free of dry spots, lifts, and delaminated portions. The CIPP shall taper at each end providing a smooth transition for accommodating video equipment and maintaining proper flow in the mainline After the work is completed, the CONTRACTOR will provide the owner with video footage documenting the repair and the visual markings identifying the sewer lateral address as completed work. The finished product must provide an airtight/ watertight verifiable non-leaking connection between the main sewer and sewer service lateral.

## 3.03 "SCS+L" Installation (BLD Services, LLC)

A. The wet-out liner shall be loaded inside a pressure apparatus above ground and utilizing a hydrophilic sealant (or equivalent) on the backside of the connection to

enhance a watertight seal. Also, a two-part 100% solid epoxy (reference ASTM C-881) shall be applied to the lateral brim interface to insure adhesion against the host pipe. The pressure apparatus, with an end attached to a robotic device, shall be winched through the mainline pipe to the service connection. The robotic device, together with a television camera, will be used to position the pressure apparatus' inversion elbow at the service connection opening. Air pressure, supplied to the pressure apparatus through an inversion hose, shall be used to invert the wet-out liner through the lateral pipe to the cleanout/access point or "Right of Way" point. The inversion head will be adjusted to be of sufficient pressure to cause the impregnated liner to invert completely in the lateral pipe and hold the tube tight to the pipe wall. Care shall be taken during the curing process so as not to overstress the tube.

B. Curing — In most circumstances, an accelerated ambient-temperature curing resin system will be utilized, however if a heat cure is required, the CONTRACTOR shall supply a suitable heat source and recirculation equipment. The equipment shall be capable of delivering the approved heating medium throughout the section to the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

C. If a heat cure is required, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing air/steam or water supply. Fluid temperature in the line during the cure period shall be recommended by the resin manufacturer. NOTE: No UV cure systems will be allowed.

D. Initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appears to be hard and sound and/or the temperature gauge indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.

E. Cool-down — The CONTRACTOR shall cool the hardened CIPP to a temperature below 100°F before relieving the pressure in the pressure apparatus. Cool-down may be accomplished by the introduction of cool air into the pressure apparatus to replace water being forced out of the pressure apparatus. Care shall be taken to maintain proper pressure throughout the cure and cool-down period.

F. Finish — The finished CIPP shall be a watertight connection seal at the mainline and extend continuous over the entire length of the service lateral and be free of dry spots, lifts, and delamination. This continuous one piece

structural pipe-within-a-pipe shall not inhibit the closed circuit television post video inspection of the mainline or service lateral pipes.

## 3.04 Point Repairs - General

It is not anticipated that any point repairs will be necessary for the successful completion of this Project. However, it is recognized that the deterioration of sewers is an on-going process and in the event that a point repair is deemed necessary by the ENGINEER, the repair shall be accomplished by the CONTRACTOR per *Section 333000 – Sanitary Sewerage* of these Specifications at the unit rate set forth in the bid form.

## 3.05 Customer Notifications - General

A. The CONTRACTOR shall contact all residential and commercial customers whose service lines are to be rehabilitated or who may be affected by upstream or downstream rehabilitations and inform them that they will be temporarily out of service. This notification shall be made a minimum of twenty-four (24) hours prior to beginning rehabilitation work.

B. For all residences the CONTRACTOR shall leave a door hanger detailing the service outage and providing contact information. Door hanger samples shall be submitted to the ENGINEER and OWNER for review and approval. The CONTRACTOR shall also advise those customers against water usage until the mainline is back in service. After completing the necessary work on the main line to allow its reuse, the CONTRACTOR shall advise those customers that the sewer main is back in service. Should a condition arise that the CONTRACTOR cannot restore service within twelve (12) hours of service interruption. the CONTRACTOR shall make provisions for pumping all flows within the service interruption area.

## 3.06 Sample Preparation and Testing of Cured CIPP - General

A. The ENGINEER shall, at his discretion, request the preparation of samples for acceptance tests during the course of the Project. The CONTRACTOR shall be instructed to prepare a sample for testing.

B. In the presence of the ENGINEER, the CONTRACTOR shall prepare one flat plate sample for every 25 laterals. The sample shall be prepared by securing a flat plate mold using the textile tube material and resin system as used for the rehabilitated pipe.

C. The pressure applied on the plate sample will be equal to the highest pressure exerted on the lateral tube during the inversion process.

D. The minimum length of the sample must be able to produce at least five (5) specimens for testing in accordance with ASTM D-790-03. The CIPP testing shall include determining flexural strength, flexural modulus, and thickness of each sample. CONTRACTOR shall furnish all equipment and personnel necessary to conduct all required sample preparations.

E. Conditioning — Condition the test specimens at 73.4 ± 3.6° F (23 ± 2°C) and 50 ± 5% relative humidity for not less than 40 hour prior to test in accordance with Practice ASTM D 618, for those tests where conditioning is required.

F. CIPP Wall Thickness — The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness.

## 3.07 Leakage Testing of CIPP Service Laterals - General

Leakage testing of all finished CIPP-lined service laterals shall be conducted in the presence of the ENGINEER in accordance with the exfiltration test method for gravity pipes described in the *Section 333000 – Sanitary Sewerage* of these Specifications. The CONTRACTOR shall furnish all equipment and personnel necessary to conduct all of the leakage tests.

## 3.08 Final Inspection - General

At the completion of the rehabilitation of the sewer, a Digitally Formatted video inspection, conforming to *Section 333130.11 – Television Inspection of Sewers* of these Specifications shall be submitted to the ENGINEER for review. If, in the judgment of the ENGINEER, any unsatisfactory conditions are present, the CONTRACTOR shall correct conditions in these areas.

## 3.09 Warranty - General

A. The material shall be unconditionally guaranteed to meet or exceed the design criteria detailed in Part 2 of this Specification.

B. The finished CIPP shall be continuous over the entire length of an inversion run and be as free as commercially practicable from visual defects such as foreign inclusions,

dry spots, pinholes and delamination. It shall also meet the test requirements specified in this Section. During the guarantee period any defects, which will affect the integrity or strength of the CIPP, shall be repaired at the CONTRACTOR's expense.

C. All CIPP liners shall be certified by the manufacturer for specified material properties for the particular repair. The manufacturer warrants the liner to be free from defects in raw materials for ten (10) years from the date of acceptance. The CONTRACTOR guarantees the work to be free from defects caused by faulty workmanship for a period of five (5) years from the date of acceptance. During the non-prorated warranty period, any defects which affect the integrity, strength or water tightness of the installed pipe shall be repaired at the CONTRACTOR's expense.

END OF SECTION

# Section 330130.81
# Surface Manhole Rehabilitation

## Part 1 General

### 1.01 Scope

Furnish all labor, material, and equipment to provide for the rehabilitation of existing manholes, using an approved method of non-disruptive rehabilitation within an existing structure, which has generally maintained its original shape. The selected rehabilitation products were selected to minimize or prevent extraneous water from entering the sanitary sewer system. This Specification covers the general requirements for the referenced specifications, product requirements and installer qualifications, submittal and guaranty guidelines, materials, installation, and testing procedures.

### 1.02 General

Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. Latest revisions of all standards are applicable. Where discrepancies exist between this Specification and referenced product/process standards, this specification shall govern.

### 1.03 Contractor and Qualifying Superintendent Experience:

The CONTRACTOR performing the work shall be fully qualified, experienced, and equipped to complete this work expeditiously and in a satisfactory manner. The qualified CONTRACTOR shall be an approved installer as certified and licensed by the manufacturer. The installing CONTRACTOR must certify that the proposed product/process to be used is the exact system for which any and all submittals and certifications were made. No substitutions will be allowed, and misrepresentations or omissions may be grounds for contract termination with the CONTRACTOR waiving any and all claims against the OWNER for work performed or costs incurred.

### 1.04 Related Work

Section 333000 – Sanitary Sewerage

## Part 2 Products

## 2.01 General

A. Manhole inflow dish inserts shall effectively reduce or prevent surface water inflow through manhole covers. The insert shall also prove effective in keeping dirt, sand, salt, chemical spills, foreign objects, road oils, etc., from entering the manhole and collection system lines.

1. Dish materials – Shall be manufactured from a durable High Density Polyethylene Copolymer material that meets ASTM D-1248 Class A, Category 5, Type III Specification. This material shall have a minimum impact brittleness temperature of negative one-hundred-five degrees Fahrenheit (-105° F) in accordance with ASTM D 746-70. The dish shall have a tensile strength of three-thousand-seven-hundred pounds-per-square-inch (3,700 psi) and an elongation factor of eight-hundred percent (800%), meeting all requirements of ASTM D 638-71A. The thickness shall be a uniform one-eighth inch (1/8”).

2. Lifting Straps – The dish shall have a lift strap made of woven polypropylene web or corrosion resistant material and attached to the bowl of the dish by corrosion resistant hardware. All cut edges shall be seared to insure against raveling.

3. Ventilation

a. Ventilation for relieving gas and/or vacuum pressure from the manhole shall be accomplished by one of the following methods:

i. Installation of no more than two (2) vent holes three-sixteenth inches (3/16”) in diameter installed one-hundred-eighty degrees (180°) apart, approximately one inch (1”) from the top of the insert.

ii. Installation of a valve, or valves, manufactured from a polypropylene ethylene compound that is corrosion and wear resistant and designed to release gas pressure at one pound-per-square-inch (1 psi) and vacuum pressure at two pounds-per-square-inch (2 psi).

b. The method of ventilation shall not be affected by grit accumulation, nor have moving parts subject to corrosion. The venting system shall

not allow water to completely fill the insert that during cold weather that could freeze and cause lifting of the manhole cover. The method of ventilation shall allow a maximum release of five (5) gallons of water per twenty-four (24) hours. Sewer gas shall be vented at one pound-per-square-inch (1 psi) or less.

4. Gaskets – All inserts shall have a closed cell neoprene gasket or have a closed-cell cross-linked polyethylene foam gasket and meet the requirements of ASTM D-395, D-3574-05, D-624 and D-1667. The gasket shall be factory installed.

5. Size – The depth of insert shall be such that the manhole cover shall swing freely and not come in contact with the valves or the insert body when flipped during removal or replacement. The CONTRACTOR shall be responsible for obtaining the exact field measurements for each manhole so that the inflow dish shall securely fit within the manhole frame rim.

6. Acceptable manufacturers are Parson Manhole Insert as manufactured by Parson Environmental Products, Inc., Cretex Inflow Dish as manufactured by Cretex Specialty Products, or No Flow In Flow Dish with valve system as manufactured by Sealing Systems, Inc.

B. Manhole frame-chimney seal – Frame seals shall be designed to prevent leakage of water through the frame-chimney joint area of brick and block manholes and the entire chimney area of precast, fiberglass, and plastic manholes throughout a fifty (50) year design life. The seal shall remain flexible throughout this period, allowing repeated vertical movements of the frame of not less than two inches (2”) and/or repeated horizontal movement of not less than one-half inch (1/2”), at rates not greater than one-tenth inch-per-minute (1/10 in/min). Frame seals shall consist of a flexible rubber sleeve, extensions and stainless steel expansion bands, all conforming to the following requirements:

1. Rubber Sleeve and Extension

   a. The flexible rubber sleeve and extensions shall be extruded or molded from a high-grade rubber compound conforming to the applicable material requirements of ASTM C-923, with a minimum one-thousand-five-hundred pounds-per-square-inch (1,500 psi) tensile strength, maximum eighteen percent (18%) compression set and a hardness (durometer) of 48+5.

b. The rubber sleeve shall be double, triple, or quadruple pleated with a minimum unexpanded vertical height of eight inches (8”), ten inches (10”) or thirteen inches (13”) respectively, and a minimum thickness of three-sixteenth inches (3/16”). The top and bottom section of the sleeve that compresses against the manhole frame casting and the chimney/cone shall have an integrally formed expansion band recess and a series of sealing fins to facilitate a watertight seal. These sealing fins shall have teardrop holes or air pockets to allow the sealing area to conform to minor surface irregularities that may be encountered.

c. The top section of the extension shall have a minimum thickness of three-thirty-second inches (3/32”) and shall be shaped to fit into the bottom band recess of the sleeve under the bottom chimney seal band and the remainder of the extension shall have a minimum thickness of three-sixteenth inches (3/16”). The bottom section of the extension shall contain an integrally formed expansion band recess and multiple sealing fins matching that of the rubber sleeve. Any splice used to fabricate the sleeve and extension shall be hot vulcanized and have a strength such that the sleeve shall withstand a one-hundred-eighty degree (180°) bend with no visible separation.

2. Expansion Bands – The expansion bands used to compress the sleeve against the manhole shall be integrally formed from 16-gauge stainless steel conforming to the applicable material requirements of ASTM A-240, Type 304, with no welded attachments and shall have a minimum width of one-and-three-fourth inches (1-¾”). The bands shall have a minimum adjustment range of two-and-one-half inch (2-½”) diameter, and the mechanism used to expand the band shall have the capacity to develop the pressures necessary to make a watertight seal. The band shall be permanently held in place with a positive locking mechanism which secures the band in its expanded position after tightening.

3. Size – The CONTRACTOR shall be responsible for obtaining the exact field measurements so that the proper sized frame-chimney seal can be ordered and installed in each manhole as required by the plans.

4. Acceptable Manufacturers are Cretex Specialty Products or Approved Equal.

## 2.02 Brick for Manhole Rim Adjustment

A. Concrete or mortar shall be Class “A” and have a twenty-eight (28) day compressive strength of four-thousand pounds-per-square-inch (4,000 psi). Mortar shall be one (1) part Portland cement and two (2) parts sand. Cement shall be standard Portland Cement, of American manufacture, conforming to ASTM C 150, Type V. Only one (one) brand of commercial Portland cement shall be used in the exposed concrete of the structure. Cement reclaimed by cleaning bags or from leaking containers shall not be used in this work.

B. Each bag shall weigh approximately ninety-four pounds (94 lbs) and contain one cubic foot (1 $ft^3$). Fine aggregate shall be sand having clean, hard, durable, uncoated grains and free from deleterious substances and shall conform to ASTM C 33. Coarse aggregate shall be crushed stone having clean, hard, durable, uncoated particles conforming to ASTM C 33. Water used in mixing concrete shall be clean and free from deleterious amounts of acids, alkalis, or organic materials.

C. Brick shall conform to ASTM C 32, Grade SM. Sand for mortar shall conform to ASTM C 144. Hydrated lime shall conform to ASTM C 6.

D. Backfill material shall conform to the existing material in the subgrade of base course and thoroughly tamped in place until no further displacement occurs.

## 2.03 Delivery and Storage

Care shall be taken in shipping, handling and storage to avoid damaging the materials. Any products damaged in shipment, showing deterioration, or which has been exposed to any other adverse storage condition that may have caused damage, even though no such damage is evident, shall be marked as rejected and removed at once form the job site. While stored, the products shall be adequately packaged, protected, and stored in accordance with the manufacturer’s recommendations.

# Part 3 Execution

## 3.01 Surface Preparation

A. The CONTRACTOR shall clean each sewer manhole to be rehabilitated and shall dispose of any debris or resulting material in a manner and place suitable to the OWNER. Cleaning shall be performed using a high-pressure jet wash at a minimum

of three-thousand-five-hundred pounds-per-square-inch (3,500 psi) water pressure to remove all dust, biological growths, grease, oils or any other surface contaminants or coatings.

B. Manhole frames shall be brushed with a wire brush to ensure that surfaces are reasonably smooth, clean, and free of any form of material that would prevent the manhole inflow dish and cover from sealing. Manhole chimney and cone sections shall be clean and free of any form of offsets or excessive honeycomb. The top internal portion of the manhole cone shall have a minimum three inch (3") high vertical sealing surface.

C. The preparation of this vertical surface when none exists shall be performed by placement of non-shrink cementitious repair mortar to create a three inch (3") to four inch (4") uniform vertical bottom sealing surface. Cementitious grout shall be a premixed, non-metallic, high strength, non-shrink grout which meets the requirements of ASTM C-191 and C-287, as well as CRD-C-588 and C-621. When mixed to a mortar or "plastic" consistency, it shall have a minimum one day and twenty-eight (28) day compressive strength of six-thousand pounds-per-square-inch (6,000 psi) and nine-thousand pounds-per-square-inch (9,000 psi), respectively.

D. The CONTRACTOR shall immediately notify the ENGINEER of any coatings that cannot be removed and, upon the approval of the ENGINEER, may coarse sand the area(s) in order to remove any coatings and smooth the surface sufficient to obtain and ensure adequate bonding of the chimney seal or manhole insert. Roots shall be removed by manually cutting them from inside the manhole.

E. The CONTRACTOR shall conduct a visual inspection of each manhole after it is cleaned. All active hydrostatic leaks shall be plugged or sealed with an appropriate grout compatible with the cementitious lining. Injection grouting may be required to seal active leaks around the frame and chimney.

F. Prior to installation of manhole inserts or chimney seals, the ENGINEER shall inspect and approve the surface preparation work. The CONTRACTOR shall notify the ENGINEER when the manholes are ready for inspection. The installation of the chimney seals or manhole inserts shall be completed immediately after the ENGINEER's inspection or the manhole may need to be re-cleaned.

## 3.02 Installation of Manhole Inflow Dish

A. The CONTRACTOR shall ensure that all confined space entry regulations are

followed, as well as applicable local and state regulations regarding traffic control for those structures lying within or along roadways.

B. The manhole rim shall be cleaned of all dirt and debris before placing the inflow dish upon the rim.

C. The dish shall be fully seated around the manhole frame rim. If before installation, there could arise any issue from the cover or chimney preventing a full seating, notify the ENGINEER immediately.

D. The manhole cover is replaced as before.

## 3.03 Installation of Chimney/Frame Seals

A. The CONTRACTOR shall ensure that all confined space entry regulations are followed, as well as applicable local and state regulations regarding traffic control for those structures lying within or along roadways.

B. After surface preparation is completed (see Section 3.01), the internal frame seals and extensions shall be installed in accordance with the manufacturer's installation instructions.

C. At the conclusion of the project, the CONTRACTOR shall supply the OWNER with three (3) full sets of the manufacturer's recommended tools for removing and re-installation of the internal frames and seals.

## 3.04 Manhole Rim Adjustment

A. Excavation shall be performed wherever necessary to bring the manhole to grade as shown on the Drawings and as designated by the ENGINEER.

B. Resetting Manhole Frames

1. All manhole frames shall be reset in accordance with these Specifications when the existing manhole is more than one-fourth inch (¼") over or under the grade shown on the Drawings for the finished pavement or construction. They shall be accurately set to line and grade by removing the frame and cover grating and raising or lowering the masonry top of the structure and resetting on a cushion of cement mortar in accordance with drawings.

2. In the event that a manhole frame is to be raised or lowered more than three (3) brick courses, the corbelled part of the brick structure shall be removed and the brick structure rebuilt in accordance with the standard manhole details and *Section 333000 – Sanitary Sewerage* of these Specifications for new manholes.

C. Cleaning: All manholes shall be thoroughly cleaned of all excess mortar and accumulations of silt, clay, debris, or foreign matter of any kind and shall be free from such at the time pavement is to be laid.

## 3.04 Field Acceptance

A. Field acceptance shall be based on the ENGINEER's field inspection of each installation and evaluation of the appropriate installation.

B. Acceptance Testing - Manhole frame seals shall be visually inspected after installation to ensure that the seal is properly positioned, tight against the manhole and frame surfaces, that no voids or leakage points exist and that the bands are securely locked in place. Any seals failing this test shall be reworked as necessary and retested. Any seals not passing this visual inspection may, at the CONTRACTOR's option, be tested for leakage using a method approved by the ENGINEER.

END OF SECTION

# Section 330130.83
# Subsurface Manhole Rehabilitation

## Part 1 General

### 1.01 Scope

Furnish all labor, material, and equipment to provide for the reconstruction of existing manholes, using an approved method of non-disruptive rehabilitation within an existing structure, which has generally maintained its original shape. This Specification covers the general requirements for the referenced Specifications, product requirements and installer qualifications, submittal and guaranty guidelines, materials, installation, and testing procedures.

### 1.02 General

Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. Latest revisions of all standards are applicable. Where discrepancies exist between this Specification and referenced product/process standards, this Specification shall govern.

### 1.03 Specialty Subcontractor and Qualifying Superintendent Experience

A. The Specialty Subcontractor performing the work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner. The Specialty Subcontractor shall be an approved installer as certified and licensed by the manufacturer. The CONTRACTOR must certify that the proposed product/process to be used is the exact system for which any and all submittals and certifications were made. No substitutions will be allowed, and misrepresentations or omissions may be grounds for Contract termination with the CONTRACTOR waiving any and all claims against the OWNER for work performed or costs incurred.

B. The proposed Qualifying superintendent of the Specialty Subcontractor for the work under this Contract shall have successfully installed an epoxy resin-based or polymer-based manhole lining product in a minimum of five hundred (500) manholes/structures as documented by verifiable OWNER references. The OWNER must approve both the Specialty Subcontractor and the Qualifying

Superintendent to perform this work. The approved superintendent shall be on-site during the execution of all lining operations including prep work and testing. The lining installation and/or testing shall cease whenever the superintendent is not on-site.

## 1.04 Submittals

A. The CONTRACTOR shall submit for all products to be installed under this section of the Specifications the following:

1. Description, layout, and application sequencing plan.

2. Rehabilitation system application requirements including material handling and storage requirements, mixing and proportioning requirements (as applicable), maximum pot life, film/coating thickness, curing, testing and certification requirements of all rehabilitation materials, and product Safety Data Sheets (SDS).

3. Detailed instructions and methodology for finishing all pipe and manhole connections to rehabilitated manholes to prevent infiltration and exfiltration.

4. Wastewater Flow Control/Bypassing Plan.

5. Confined Space Entry Plan/Permit.

6. Plan for capturing extraneous debris during rehabilitation processes and debris disposal.

B. The CONTRACTOR shall submit evidence of meeting the requirements of meeting the requirements of Article 1.03 above.

## 1.05 Warranty

The coatings/linings manufacturer shall warranty the entire project to include any and all aspects of the surface preparation, base material installation, and protective coating/lining applications for a period of ten (10) years from the date of acceptance by the OWNER. The warranty shall make no distinction between installation practices and material performance, and shall not be pro-rated with respect to elapsed time for the entire warranty period. Manufacturer shall, within a reasonable period of time after receipt of written notice thereof by the OWNER (period not to exceed sixty [60] calendar days), repair defects in

materials or workmanship during said ten (10) year period, and any damage to other work caused by such defects or repairing of same at his own expense and without cost to the OWNER.

# Part 2 Products

## 2.01 Epoxy Resin-Based Linings and Coatings

A. Epoxy resin-based liners shall be one hundred percent (100%) solids by volume, be volatile organic compound free, and shall conform to the minimum physical properties listed in the following table:

| | | |
|---|---|---|
| Compressive Strength | ASTM D-695 | 10,500 psi |
| Tensile Strength | ASTM D-638 | 7,000 psi |
| Flexural Strength | ASTM D-790 | 12,000 psi |
| Flexural Modulus (Initial) | ASTM D-790 | 730,000 psi |
| Density | | 87 $\pm$ pcf |
| Bond | | Exceed tensile strength of substrate |

B. The structures lined with epoxy resin-based liners shall be corrosion resistant to:

1. Hydrogen Sulfide ($H_2S$)

2. Twenty percent (20%) Sulfuric Acid ($H_2SO_4$)

3. Seventeen percent (17%) Nitric Acid ($HNO_3$)

4. Five percent (5%) Sodium Hydroxide (NaOH)

5. All common ingredients normally associated with sanitary sewer environments

C. The finished liner shall have long-term flexural modulus of elasticity (50-year) value of five hundred thousand pounds-per-square-inch (500,000 psi), and shall be certified by independent third-party testing.

## 2.02 Polymer-Based Linings and Coatings

A. The lining system to be utilized for manhole structures shall be a multi-component

stress skin panel liner system as described below:

1. A Modified Polymer layer is applied to a prepared manhole as a moisture barrier followed by the application of a Polyurethane/Polymeric blend foam as a surface and then finally a Modified Polymer layer as a final corrosion barrier.

2. The Modified Polymer shall be sprayable, solvent-free, two-component polymeric, moisture/chemical barrier specifically developed for the corrosive wastewater environment.

| | | |
|---|---|---|
| Tensile Strength | ASTM D-412 | 3,600 psi |
| Elongation % | ASTM D-412 | 300 |
| Tear Strength | ASTM D-2240 | 500 PLI |
| Shore D Hardness | ASTM D-1737 | 90 |
| 100% Modulus | ASTM D-1737 | 2,400 psi |

3. The Polyurethane Rigid Structure Foam shall be low viscosity two component foam containing flame retardants.

| | | |
|---|---|---|
| Density, nominal, core | ASTM D-1622 | 4-10 pcf @ 74 degrees F |
| Compression Strength | ASTM D-1621 | 90-150 psi @ 74 degrees F |
| Closed Cell Content | | Over 95% @ 74 degrees F |
| Shear Strength | ASTM C-273 | 225-250 psi @ 74 degrees F |

B. The structures lined with Polymer-based liners shall be corrosion resistant to:

1. Hydrogen Sulfide ($H_2S$)

2. Twenty percent (20%) Sulfuric Acid ($H_2SO_4$)

3. Seventeen percent (17%) Nitric Acid ($HNO_3$)

4. Five percent (5%) Sodium Hydroxide (NaOH)

5. All common ingredients normally associated with sanitary sewer environments

C. Total thickness of multi-component stress panel liner shall be a minimum of five hundred (500) mils.

## 2.03 Delivery and Storage

Care shall be taken in shipping, handling, and storage to avoid damaging the lining materials. Any lining product damaged in shipment, showing deterioration, or which has been exposed to any other adverse storage condition that may have caused damage, even though no such damage is evident, shall be marked as rejected and removed at once form the job site. While stored, the lining products shall be adequately packaged, protected and stored in accordance with the manufacturer's recommendations.

## 2.04 Product Requirements

A. The lining system used shall be one hundred percent (100%) solids by volume, and VOC (volatile organic compounds) free material which restores structural integrity, provides infiltration control and chemical resistance for concrete, steel, masonry, fiberglass, and other surfaces. The system shall be designed to operate at ambient temperatures up to one-hundred-forty degrees Fahrenheit (140° F) with excellent abrasion resistance. Acceptable products shall be as follows:

1. Spraywall or Sprayshield

2. Dinjer SG Mastic

3. Spectrashield Liner Systems

4. OBIC

5. Raven Lining Systems – Raven 405

B. Grout: AV-202 multi-grout as a single component, moisture activated MDI/TDI blended polyurethane injection resin as manufactured by Avanti or approved equal.

# Part 3 Execution

## 3.01 Surface Preparation

A. The CONTRACTOR shall notify all property owners who discharge sewage directly into the manhole being rehabilitated at least forty-eight (48) hours in advance, giving the date, starting and estimated completion time for the work being

conducted, and any anticipated impact to the property owner. Notification shall consist of a door hanger and/or letter. A sample of the proposed door hanger or letter shall be submitted to the ENGINEER for review and approval.

B. The CONTRACTOR shall clean each sewer manhole to be restored and shall dispose of any debris or resulting material in a manner and place suitable to the OWNER. The surface preparation method, or combination of methods, should be chosen based on the condition of the concrete and the requirements of the coating system to be applied.

1. Cleaning shall be performed using a high-pressure jet wash at a minimum of three-thousand-five-hundred pounds-per-square-inch (3,500 psi) water pressure to remove all dust, biological growths, grease, oils, or any other surface contaminants or coatings.

2. All contamination, efflorescence, curing compounds, and existing coatings determined to be incompatible with the coating to be applied shall be removed.

3. All concrete that is not sound shall be removed so that only sound concrete remains.

4. Concrete damaged by exposure to chemicals shall be removed so that only sound concrete remains.

5. Protrusions such as from sharp edges, fins, and concrete splatter shall be removed during surface preparation.

6. All gouges, surface air voids, and other surface anomalies shall be repaired to a level required by the coating system as indicated in the submittal documents.

7. Voids and other defects that are at or near the surface shall be fully exposed during surface preparation. .

C. The CONTRACTOR shall immediately notify the ENGINEER of any coatings that cannot be removed and, upon the approval of the ENGINEER, may use coarse sand at the area(s) to rough up the surface sufficient to obtain and ensure adequate bonding of the liner system. Roots shall be removed by manually cutting them from inside the manhole.

D. The CONTRACTOR shall conduct a visual inspection of each manhole after it is cleaned. All active hydrostatic leaks shall be plugged or sealed with an appropriate grout compatible with the lining. Injection grouting may be required to seal active leaks including existing leaks in invert channels and benches. All loose mortar and rubble of existing benches, walls, and inverts shall be removed.

E. The CONTRACTOR shall prepare the manhole to receive the lining system as necessary by reshaping and repairing benches, inverts, and walls where required including smoothing out irregular shaped corbel and chimney sections prior to any spray application. All interior surfaces shall be prepared as recommended by the lining system manufacturer. Minimum requirements of the Specification are as follows:

1. All cracks and voids must be repaired and filled with suitable non-shrinking cements, epoxies, sealants, or grouts, including all voids between existing sewer pipes and manhole walls. All patch repairs shall be smooth and even with the manhole wall.

2. All voids around existing manhole rungs, steps, and anchors shall be filled.

3. All surfaces shall be suitably prepared for the required bonding of the liner as recommended by the manufacturer and acceptable to the ENGINEER.

4. Removal of all steps shall be at the OWNER’s discretion.

5. All repair materials, both cementitious and polymeric, should be approved or recommended by the coating manufacturer as being compatible with the coating to be applied.

6. The repair material shall be cured in accordance with the manufacturer’s published instructions.

7. The repaired section may require additional surface preparation before coating application.

F. Prior to lining, the ENGINEER shall inspect and approve the surface preparation work. The CONTRACTOR shall notify the ENGINEER when the manholes are ready for inspection. The manhole lining shall be completed immediately after the ENGINEER’s inspection or the manhole may need to be re-cleaned prior to spraying to remove accumulated debris on walls and benches.

## 3.02 Installation of Resin-Based Manhole Lining

A. After surface preparation is completed (see Section 3.01), the resin-based material shall be used to form the sprayed-on, structurally sound monolithic liner and shall cover all interior surfaces of the manhole including benches and inverts.

B. Covers shall be placed over all pipe openings to prevent excess material from entering the sewer system. Application of the liner shall not be made unless the ambient temperature inside the structure is fifty degrees Fahrenheit (50° F) or higher and expected to be the same or rise during the next seventy-two (72) hours.

C. The liner shall be manually sprayed or applied to all surfaces by a factory-certified, trained technician experienced in the application of a spray applied resin. Appropriate personal protection equipment shall be used with supplied air being utilized to the spray technician and other personnel in direct contact with the spray environment.

D. The minimum thickness of the final installation of the material applied shall be no less than two-hundred-fifty (250) mils (one-fourth inch [1/4”]) in order to support structural integrity. No other products such as grouts, cements, or sealants may be considered as part of the structural restoration. However, said products may be used as part of the repair and surface preparation process as specified in Section 3.01 of this Specification. Individual layers may be less than 250 mils.

E. Application of the spray applied material must be completed in one (1) mobilization in order to minimize the disruption and cost of bypass pumping, pipeline plugging, traffic control and other ancillary services.

F. The spray shall be applied so that the entire structure receives a structurally sound, monolithic liner. The finished invert surfaces shall be smooth, free of ridges and bumps, and will be sloped in the direction of flow. Special care shall be taken to ensure a smooth transition between the new manhole invert and intersecting pipeline inverts so that flow will not be impaired.

G. The finished manhole may be returned to service immediately upon completion of the spray application.

H. The wall of the resin-based liner shall be structurally designed to withstand the hydraulic load generated by the groundwater table and to restore structural integrity.

## 3.03 Installation of Polymer-Based Manhole Lining

A. After surface preparation is completed (see Section 3.01), the polymer-based material shall conform to recommendations of the manufacturer, including materials handling, mixing, environmental controls during application, safety, and spray equipment.

B. Spray equipment shall be specifically designed to accurately ratio and apply the liner system.

C. Application of multi-component liner system shall be in strict accordance with manufacturer's recommendation. Final installation shall be a minimum of five-hundred (500) mils. A permanent identification and date of work performed shall be affixed to the structure in a readily visible location.

D. The liner shall be manually sprayed or applied to all surfaces by a factory-certified, trained technician experienced in the application of a spray applied resin. Appropriate personal protection equipment shall be used with supplied air being utilized to the spray technician and other personnel in direct contact with the spray environment.

E. Application of the spray applied material must be completed in one (1) mobilization in order to minimize the disruption and cost of bypass pumping, pipeline plugging, traffic control and other ancillary services.

F. The spray shall be applied so that the entire structure receives a structurally sound, monolithic liner. The finished invert surfaces shall be smooth, free of ridges and bumps and will be sloped in the direction of flow. Special care shall be taken to ensure a smooth transition between the new manhole invert and intersecting.

## 3.04 Installation of Grout between the Manhole and Pipe Connection

A. Storage, safety and handling of the multigrout shall be in strict accordance with manufacturer's recommendations.

B. Grouting shall be performed in accordance with ASTM F 2414.

C. The surface shall be scraped and brushed of debris. A five-eighth inch (5/8") diameter hole to a minimum depth of four inches (4") at an angle of forty-five

degrees (45°) to the surface shall be drilled into the concrete manhole wall. Three holes shall be drilled around each pipe connection at clock positions of twelve (12), four (4), and eight (8) o'clock at approximately four inches (4") away from the pipe along the surface.

D. The remaining application steps of setting the resin injectors, flushing the crack, and injecting the multi-grout shall be in strict accordance with the manufacturer's recommendations.

E. The sequence of injecting the multi-grout should begin from the four (4) o'clock position drilled hole and move clockwise toward the remaining holes. The multi-grout shall be injected until it is seeping out of the twelve (12) o'clock position drilled hole.

## 3.05 Acceptance Testing

A. Field Acceptance

1. Field acceptance of manhole lining shall be based on the ENGINEER's field inspection and evaluation of the appropriate installation and curing test data. The lining shall provide a continuous monolithic surfacing with uniform thickness throughout the manhole interior. If the thickness is not uniform or is less than specified, it shall be repaired or replaced.

2. If the ENGINEER has to enter the manhole to inspect the work, the CONTRACTOR shall provide forced air ventilation, gas monitors, harnesses, lights, confined space entry, etc. for the ENGINEER or OWNER to enter the manhole and perform the inspection in strict and complete accordance with Occupational Safety and Health Administration (OSHA) requirements at no additional cost to the OWNER.

B. Holiday Testing

1. A Holiday Test ("spark" test) shall be performed on all rehabilitated manholes to detect unacceptable discontinuities such as pinholes or voids in thin-film coatings from 1 to 10 mils in thickness. Manholes shall not be tested until at least twenty-four (24) hours after installation of lining. The ENGINEER and OWNER may allow testing within the twenty-four (24) hour period at their discretion.

2. Spark Testing shall be performed in accordance with ASTM D 4787. CONTRACTOR shall maintain calibration records certifying that the spark testing equipment has been calibrated within twelve (12) months of the current date.

3. The ENGINEER or OWNER shall be present for all testing and sign off using a test report or a sign-off form for approval. The CONTRACTOR shall notify the ENGINEER forty-eight (48) hours prior to testing.

4. Testing shall be performed with a wire brush-type test wand with a minimum test voltage of one-hundred volts per mil (100v/mil) of finished surface coat thickness. The entire surface within the manhole shall be tested with an emphasis near the inverts, steps, and other high infiltration areas.

5. The CONTRACTOR shall submit test reports for each tested manhole which include: the project name, manhole tested, testing data, and whether the manhole passed or failed the test. Test reports must be submitted citing the reason for failure noted on the report, including the location in the manhole resulting in the failed test.

6. Any manhole failing the test shall be repaired and retested immediately by the CONTRACTOR.

C. Adhesion Testing

1. The adhesion tests shall be performed on a minimum of one (1) and up to ten percent (10%) of the manholes as specified and directed by the ENGINEER.

2. Adhesion testing shall be conducted after the lining or coating system has cured per manufacturer instruction, and in accordance with ASTM D4541 (Steel) or ASTM 7234 (Concrete). A minimum of one (1) twenty millimeter (20 mm) dolly shall be affixed to the lined surface of the structure at the upper section or cone area, mid-section, and at the bottom, unless otherwise specified or directed by the ENGINEER. Each testing location shall be identified by the ENGINEER.

3. Selection of the adhesive used to attach the dollies to the liner shall be the CONTRACTOR’s responsibility. Adhesive shall be rapid setting with tensile strength in excess of the liner material, suitable for the environmental

conditions anticipated in a sanitary sewer manhole, and permitted to cure in accordance with manufacturer recommendations. The lining material and dollies shall be adequately prepared to receive the adhesive.

4. Prior to pull test, the CONTRACTOR shall utilize a scoring device to cut through the coating until the substrate is reached. Extreme care shall be required while scoring to prevent micro cracking in the coating, since cracks may cause failures at diminished strengths.

5. Failure due to improper dolly adhesive or scoring shall require retesting. The pull tests in each area shall meet or exceed two-hundred pounds-per-square-inch (200 psi) and shall include subbase adhered to the back of the dolly or no visual signs of coating material in the test hole.

6. Pull tests with results between a minimum one-hundred-and-fifty pounds-per-square-inch (150 psi) and two-hundred pounds-per-square-inch (200 psi) shall be acceptable if more than fifty percent (50%) of the subsurface is adhered to the back of the dolly. A test result can be discarded, as determined by the ENGINEER, if there is a valid non-statistical reason for discarding the test results as directed by Sections 8.4 and 8.5 of ASTM D4541 and ASTM D7234.

7. If any test fails, a minimum of three (3) additional locations in the section of the failure shall be tested, as directed by the ENGINEER. If any of the retests fail, the structure shall be deemed to have failed. All loosely adhered or unadhered liner in the failed area, as determined by the ENGINEER, shall be removed and replaced at the CONTRACTOR’s expense.

8. The mil thickness will be measured and confirmed with the scored and pulled test samples. If the measured thickness of any adhesion test samples is under the specified value, a minimum of three (3) additional locations in the same structure shall be tested, as directed by the ENGINEER. All areas found to be less than the specified thickness shall be corrected through additional application of lining material.

9. If a structure fails the adhesion test based on adhesion value or mil thickness, one (1) additional structure or twenty percent (20%) of the initial number of structures selected for testing, whichever is greater, shall be tested at the discretion of the ENGINEER.

10. The liner shall be repaired at all pull test locations following testing.

11. The ENGINEER shall be present for all adhesion testing.

12. Adhesion testing shall be performed as the work progresses. If adhesion testing has not been performed on a minimum of one (1) manhole lined to date at any given time, ENGINEER may prohibit the continued application of manhole lining until the required adhesion testing is completed.

13. For polymer resin-based lining systems described in Article 2.02 P, adhesion testing shall be performed on the complete three (3) layer lining. For the purpose of thickness verification, additional core samples shall be taken from the outer corrosion barrier layer for every base layer adhesion test performed.

D. Finished Lining Systems

1. There shall be no groundwater infiltration or other leakage (active or previously active) through the manhole walls, benches, inverts, or pipe connections at the manhole after it has been lined.

2. If leakage is detected, it shall be eliminated with an appropriate cement mortar, grout, or sealant as recommended by the manufacturer and approved by the ENGINEER. Injection grouting may be required to stop leaks around or in invert channels, pipe connections, and benches.

3. The ENGINEER's decision on how defective linings are to be addressed shall be final. If any lining is found to be defective after it has been installed or during the warranty period, it shall be repaired or replaced in a manner satisfactory to the ENGINEER.

## 3.06 Final Acceptance

A. Post-installation photos shall be taken and submitted to the ENGINEER. Prior to beginning installation, a pre-installation photo of the manhole shall be taken along with a photo of a white board with the following information:

1. Manhole Number

2. Street Name

3. Date

B. The pre-installation photo and post-installation photo of the inside of the manhole should both be taken from the same frame of reference, over the outgoing pipe. The photo should show the end of the liner at the frame and the bottom of the manhole, clearly showing the invert. Depending on the manhole depth, multiple photos may need to be taken to show each view. Photos must be named beginning with the manhole number so that each shot from the same manhole will sort together in Windows Explorer.

END OF SECTION

# Part 1 General

## 1.01 Scope

A. This Section describes products to be incorporated into sewers and accessories, and requirements for the installation and use of these items.

1. The work covered by this section includes furnishing all labor, equipment, and materials required to furnish, install, and test ductile iron piping (DIP) and polyvinyl chloride (PVC) piping, including all fittings, wall pipe and sleeves, couplings, toppings, anchor blocks, and accessories, as specified herein and/or shown on the Drawings, and to furnish all products and perform all labor necessary to fulfill the requirements of these Specifications.

2. Additionally, the work covered by this Section includes furnishing all labor, equipment, and materials required to install cast-in-place, and/or precast concrete manholes, and concrete junction chambers as described herein and/or shown on the Drawings.

B. Related Work:

1. Section 013000 – Administrative Requirements

2. Section 017836 – Warranties

3. Section 033053 – Miscellaneous Concrete

4. Section 330130.11 – Television Inspection of Sewers

5. Section 312300 – Excavation and Fill

6. Section 333116 – Sewer Service Laterals

C. General: Supply all products and perform all work in accordance with applicable American Society for Testing and Material (ASTM), American Water Works Association (AWWA), American National Standards Institute (ANSI), or other recognized standards. Latest revisions of all standards are applicable.

## 1.02 Qualifications

If requested by the ENGINEER, submit evidence that manufacturers have consistently produced products of satisfactory quality and performance for a period of at least two (2) years.

## 1.03 Submittals

A. Complete shop drawings, product data, and engineering data shall be submitted to the ENGINEER in accordance with the requirements of *Section 013000 – Administrative Requirements* of these Specifications.

B. Shop drawings shall indicate piping layout in plan and elevations as may be required and shall be completely dimensioned. The Drawings shall include a complete schedule of all pipe, fittings, specials, hangers, and supports. Special castings shall be clearly detailed showing all pertinent dimensions.

C. The CONTRACTOR shall furnish the ENGINEER with lists, in duplicate, of all pieces of pipe and fittings in each shipment received. These lists shall give the serial or mark number, weight, class, size, and description of each item received.

## 1.04 Transportation and Handling

A. Unloading: Furnish equipment and facilities for unloading, handling, distributing, and storing pipe, fittings, valves, and accessories. Make equipment available at all times for use in unloading. Do not drop or dump materials. Any materials dropped or dumped will be subject to rejection without additional justification.

1. Handling: Handle pipe, fittings, valves, and accessories carefully to prevent shock or damage. Handle pipe by rolling on skids, forklift, or front loader. Do not use material damaged in handling.

2. Lined pipe shall be handled and transported to prevent damage to linings.

B. The handling of HDPE shall conform to the Second Edition *Handbook of PE Pipe* from the Plastics Pipe Institute, Chapter 2.

## 1.05 Storage and Protection

A. Store all pipe which cannot be distributed along the route.

1. Plan for the use of suitable storage areas. The CONTRACTOR shall be responsible for maintenance and protection of all equipment, materials, and products placed in storage and shall bear all costs of storage, preparation for transportation, rehandling, and preparation for installation.

2. The CONTRACTOR shall be responsible for providing satisfactory storage facilities which are acceptable to the ENGINEER. In the event that satisfactory facilities cannot be provided on site, a satisfactory warehouse, acceptable to the ENGINEER, will be provided by the CONTRACTOR for such time until the equipment, materials, and products can be accommodated at the site.

B. Stored materials shall be kept safe from damage. The interior of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times.

C. Pipe shall not be stacked higher than the limits recommended by the manufacturer. The bottom tier shall be kept off the ground on timbers, rails, or concrete. Pipe in tiers shall be alternated: bell, plain end; bell, plain end. Pipes shall be blocked and braced in order to prevent contact with each other and to prevent movement. There shall be no contact between the pipe in adjacent tiers.

D. All pipe and accessories shall be stored aboveground and fully supported so as not to bend or deflect excessively under its own weight.

E. Store joint gaskets in a cool location, out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first in, first out basis.

F. PVC pipe and fittings shall be stored under black plastic cover.

G. The storage of HDPE shall conform to the Second Edition Handbook of PE Pipe from the Plastics Pipe Institute, Chapter 2.

## 1.06 Quality Assurance

A. Prior to delivery all basic materials specified herein shall be tested and inspected by an approved independent commercial testing laboratory or, if approved by the ENGINEER, certified copies of test reports prepared by the manufacturer's testing laboratory will be acceptable. All materials which fail to conform to these specifications shall be rejected.

B. Product manufacturers shall provide the ENGINEER with written certification that all products furnished comply with all applicable provisions of these Specifications. All materials which fail to conform to these Specifications shall be rejected. Certified copies of independent laboratory test results or mill test results from the pipe supplier may be considered evidence of compliance provided such tests are performed in accordance with the appropriate ASTM or AWWA testing standards by experienced, competent personnel. In case of doubt as to the accuracy or adequacy of mill tests, the ENGINEER may require that the CONTRACTOR furnish test reports from an independent testing laboratory on samples of pipe materials.

C. If ordered by the ENGINEER, each pipe manufacturer shall furnish the services of a competent factory representative to supervise and/or inspect the installation of pipe. This service will be furnished for a minimum of five (5) days during initial pipe installation.

D. After delivery to the site, any materials which have been damaged in transit or are unsuitable for use on the work shall be rejected and removed from site.

E. The supplier must provide and deliver pipe manufactured by one (1) company per project/job only. The mixing of different pipe manufacturers is not acceptable.

## 1.07 Guarantee

Provide a guarantee against defective materials and workmanship in accordance with the requirements of *Section 017836 – Warranties* of these Specifications.

# Part 2 Products

## 2.01 Polyvinyl Chloride (PVC) Gravity Sewer Pipe and Fittings

A. Acceptability of PVC pipe for gravity sewers is indicated in the following table:

| Standard Minimum Thickness Type PVC[1] | Wall | Acceptable Manufacturers | ≤ 6 | 8 to 15 | 18 | 21 | 24 | 30 to 48 |
|---|---|---|---|---|---|---|---|---|
| ASTM D 3034 SDR 26 12454B | SW* | Open | Yes | Yes | No | No | No | No |
| ASTM F 679 12454 | SW* | Open | No | No | Yes | Yes | Yes | Yes |

* SW – Solid Wall

B. All pipe shall have a minimum pipe stiffness of one-hundred-fifteen pounds-per-square-inch (115 psi) at five percent (5%) deflection as determined by ASTM D 2412.

C. PVC gravity sewer pipe shall be supplied in lengths not longer than thirteen feet (13').

D. Fittings

1. Fittings fifteen inches (15") in diameter and less shall be manufactured in accordance with ASTM D 3034. PVC compound shall be 12454B or 12454C as specified in ASTM D 1784.

a. For sizes eight inches (8") and less in diameter, fittings shall be molded in one piece with no solvent welded joints. Minimum socket depths shall be as specified in ASTM D 3034, Table 2.

b. For sizes ten inches (10") and larger in diameter, fittings shall be fabricated from pipe conforming to ASTM D 3034 using solvent welding. No field fabrication of fittings will be allowed. All such fabrication shall be performed at the factory and the fittings shall be delivered ready for use.

2. PVC sewer fittings 18 inches (18") in diameter and larger shall be fabricated from pipe confirming to ASTM F679 using solvent welding. No field fabrication of fittings will be allowed. All such fabrication shall be performed at the factory and the fittings shall be delivered ready for use.

E. Joints: Joints for pipe and fittings shall be of the integral bell and spigot type with

a confined elastomeric gasket having the capability of absorbing expansion and contraction without leakage, when tested in accordance with ASTM D 3212. Gaskets shall meet the requirements of ASTM F 477. The joint system shall be subject to the approval of the ENGINEER and shall be identical for pipe and fittings. PVC pipe joints for service laterals shall be solvent weld/glue. Solvent cements shall meet the requirements of ASTM D-2564.

F. Manhole Connections: The sewer shall be connected to manholes utilizing a standard pipe section. Acceptance will be based on the ENGINEER's inspection and the certification that the connections were tested in accordance with the applicable standards.

G. Acceptance: Acceptance will be on the basis of the ENGINEER's inspection and the manufacturer's written certification that the pipe and fittings were manufactured and tested in accordance with the applicable standards.

## 2.02 Casing Pipe

A. The minimum material requirements for casing pipe used in highway and railroad crossings shall be steel conforming to ASTM A139, Grade B. Minimum yield strength shall be thirty-five-thousand pounds-per-square-inch (35,000 psi). All casing pipe used must meet the approval of the permitting authority. If the casing pipe is being used in a bore situation within the OWNER’s right-of-way, the bore must extend to ten feet (10’) beyond the toe of the slope and/or the back of the ditch and at minimum from right-of-way to right-of-way.

B. If the sewer main must bore underneath a roadway, stream, railroad, etc., the nominal casing diameter shall be as indicated on the plans as determined by the Department, but shall be 2.5 times larger than the diameter of carrier pipe minimum. Otherwise, if the sewer main is installed in an open-cut situation, it is approved for the casing to be 2.0 times larger than the diameter of the carrier pipe minimum. Joints shall be continuously welded. Casing pipe and joints shall be lea-proof and capable of withstanding Cooper E-80 loading. Casing pipe shall be coated as specified herein.

B. The minimum wall thickness of casing pipe for sanitary sewer shall be as shown in the table below:

| Nominal Diameter *(inches)* | Minimum Wall Thickness *(inches)* | |
|---|---|---|
| | *With Coating* | *Without Coating* |
| Under 14 | 0.188 | 0.251 |
| 14 and 16 | 0.219 | 0.282 |
| 18 | 0.250 | 0.313 |
| 20 | 0.281 | 0.344 |
| 22 | 0.312 | 0.375 |
| 24 | 0.344 | 0.407 |
| 26 | 0.375 | 0.438 |
| 28 and 30 | 0.406 | 0.469 |
| 32 | 0.438 | 0.501 |
| 34 and 36 | 0.469 | 0.532 |
| 38, 40, and 42 | 0.500 | 0.563 |

D. Where specified, coating for steel casing pipe shall be a two component, self-priming, and chemically cured coal tar epoxy-polyamide protective coating. Minimum dry film thickness of completed coating shall be sixteen (16) mils. Material shall be Kopcoat 300 M, Tnemec 46H-413 Hi Build Tnemec – Tar or equal. Preparation shall be SP6 commercial blast.

## 2.03 Pipe Couplings

Pipe couplings shall be installed where shown on the Drawings, required for installation, or directed by the ENGINEER.

## 2.04 Spare Parts

The CONTRACTOR shall furnish four (4) spare gaskets for each size and type of joint requiring the use of a gasket. The CONTRACTOR shall furnish eight (8) bolts and nuts of each size and type used for cast iron and ductile iron pipe joints.

## 2.05 Miscellaneous Accessories

A. Detection Tape: Detection tape shall be composed of a solid aluminum foil encased in a protective plastic jacket. Tapes shall be color coded in accordance with APWA color codes with the following legends: Sanitary Sewerage Systems, Safety Green, "Caution: Sewer Line Buried Below". Colors may be solid or striped. Tape shall be permanently printed with no surface printing allowed. Tape width shall be minimum two inches (2”) when buried less than ten inches (10”) below the

surface. Tape width shall be minimum three inches (3”) when buried greater than ten inches (10”) and less than twenty inches (20”). Detection tape shall be equal to Lineguard Type III Detectable® or Allen Systems Detectatape®.

B. Detection Wire: Detection wire shall be 12-gauge THHN (Thermo High Heat Nylon) copper locator wire ®.

C. Flexible Adapter Couplings:

1. Couplings for pipe sizes 15-inches in diameter and less shall be elastomeric plastic sleeves designed to connect pipes of dissimilar materials. Adapters shall provide a positive seal against infiltration and exfiltration and remain leakproof and root proof up to 4.3 psi. The adapter manufacturer shall provide all stainless-steel clamps and required accessories.

2. Couplings shall be products of Fernco and shall be installed in accordance with the manufacturer's recommendations.

## 2.06 Concrete Structure Mortar

A. Mortar for concrete structure construction shall be sand cement mortar composed of one part Portland Cement to two parts clean sand conforming to ASTM C 144. Twenty pounds (20 lbs) of hydrated lime per sack of cement may be added. No re-tempered mortar shall be used.

B. Non-shrink mortar shall be pre-mixed, Master Builders "Masterflow 713" or Sonneborn "Ferrolith G-D.S. Redi-Mixed".

## 2.07 Precast Concrete Manholes, Wet Wells, and Valve Vaults

A. Precast concrete manholes, wet wells, and valve vaults shall consist of precast reinforced concrete sections, a conical or flat slab top section, and a base section conforming with the typical manhole details as shown on the Drawings.

B. Precast manhole, wet well, and valve vault sections shall be manufactured, tested, and marked in accordance with the latest provision of ASTM C 478. Sections shall be painted with an Acrylic Coating at the factory. Coating shall be ConSeal CS-55, or approved equal.

C. The minimum compressive strength of the concrete for all sections shall be four-

thousand pounds-per-square-inch (4,000 psi).

D. The maximum allowable absorption of the concrete shall not exceed eight percent (8%) of the dry weight.

E. Transition slabs which convert bases larger than four feet (4') in diameter to four-foot (4') diameter risers shall be designed by the manhole manufacturer to carry the live and dead loads exerted on the slab.

F. Joints of the manhole, wet well, and valve vault sections shall be tongue-and-groove. Sections shall be joined using Butyl Rubber Sealant. The sealant shall be applied in accordance with the manufacturer's requirements and meet performance requirements as set forth in ASTM C-990.

G. All Joints shall also receive a Polyolefin Backed Exterior Joint Wrap prior to backfill installed in accordance with manufacturer's requirements.

H. The ends of each reinforced concrete manhole or wet well riser section, and the bottom end of the manhole top section, shall be so formed that when the manhole risers and the top are assembled, they will make a continuous and uniform manhole wet well.

I. Joints of the manhole, wet well, and valve vault sections shall be tongue-and-groove. Sections shall be joined using either an O-ring gasket or a mastic sealant consisting of bitumen and inert mineral fibers. The sealant shall be applied in accordance with the manhole manufacturer's requirements. A sufficient amount of sealant should be used to fill the annular joint space with some squeeze out.

J. Gaskets will be used between concrete grade ring and casting.

1. Pre-formed plastic gasket shall meet or exceed all requirements of Federal Specification SS-S-00210, *"Sealing Compound, Preformed Plastic for Pipe Joints"*, Type I, Rope Form. The sealing compound shall be produced from blends of refined hydrocarbon resins and plasticizing compounds reinforced with inert mineral filler and shall contain no solvents, irritating fumes, or obnoxious odors.

2. The compound shall not depend on oxidizing, evaporating, or chemical action for its adhesive or cohesive strength. It shall be supplied in extruded rope form of suitable cross section and in such sizes as to seal the joint space between sections. The sealing compound shall be protected by a

suitable removable 2-piece wrapper, which shall be designed so that half may be removed longitudinally without disturbing the other half in order to facilitate application of the sealing compound. It shall have a minimum width or diameter of 2 inches. The flexible plastic gasket shall also meet the requirements of the following tables:

| Composition | Test Method | Minimum | Maximum |
|---|---|---|---|
| Bitumen (Petroleum Plastic Content) | ASTM D4 | 50 | 70 |
| Ash Inert Mineral Matter | AASHO T111 | 30 | 50 |
| Volatile Matter | ASTM D6 | – | 2.0 |

| Property | Test Method | Minimum | Maximum |
|---|---|---|---|
| Specific Gravity at 77° F | ASTM D71 | 1.2 | 1.3 |
| Ductility at 77° F (cm) | ASTM D113 | 5 | – |
| Softening Point | ASTM D36 | 320° F | – |
| Penetration 77° F (150gms) 5 sec. | ASTM D217 | 50 | 120 |

K. Each section of the precast manhole, wet well, and valve vault shall have not more than two (2) holes for the purpose of handling and laying. These holes shall be tapered and shall be plugged with rubber stoppers or mortar after installation.

## 2.08 Manhole Frames, Covers, and Steps

A. Cast iron manhole steps, toe pockets, frames, and covers shall be cast iron conforming to the minimum requirements of Federal Specifications W-1-652 or to ASTM A 48. “Gray Iron Castings,” for Class 35B. All castings shall be made accurately to the required dimensions, fully interchangeable, sound, smooth, clean, and free from blisters and/or other defects. All regular manhole frames and covers shall be the OWNER's Standard as manufactured by Vulcan Mfg. Co., Inc.; JWB Mfg., LLC.; or East Jordan Group, Inc. and shall be equivalent to Vulcan Mfg. Co. manhole cover and ring specified by catalog number V-1380 and product number 41390001 as shown on the drawings. Defective castings which have been plugged or otherwise treated shall not be used. All castings shall be thoroughly cleaned and painted or coated with a bituminous paint.

B. All manhole frames and covers shall be the OWNER's Standard as manufactured by Vulcan Mfg. Co., Inc.; JWB Mfg., LLC.; or East Jordan Group, Inc. and shall be equivalent to Vulcan Mfg. Co. manhole cover and ring specified by catalog number V-1380 and product number 41390001. Defective castings which have been plugged or otherwise treated shall not be used. All castings shall be thoroughly

cleaned and painted or coated with a bituminous paint.

C. Watertight manhole covers shall be furnished with a rubber gasket, stainless steel tightening bolt, machined bearing surfaces, channel iron locking bar, concealed watertight pick hole, shall weigh not less than five-hundred-ninety pounds (590 lbs), and shall be of the size and dimensions shown on the Drawings. Watertight manhole covers shall be equivalent to A2624-71C as manufactured by Acheson Foundry of Chattanooga, Tennessee.

D. The contact surfaces of all manhole covers and the corresponding supporting rings in the frames shall be machined to provide full perimeter contact.

E. An adjusting ring equal to R1979 as manufactured by Neenah Foundry Company of Neenah, Wisconsin, shall be provided for each manhole in a street. Adjusting rings shall provide a minimum inside clear opening of twenty-four inches (24”) and shall be made to be capable of being bolted to the manhole frame.

# Part 3 Execution

## 3.01 Existing Utilities and Obstructions

A. The Drawings indicate utilities or obstructions that are known to exist according to the best information available to the OWNER. This information is not to be relied upon as being exact or complete. The CONTRACTOR shall call the Georgia 811 – Call Before You Dig (1-800-282-7411) or “811” as required by the “Georgia Underground Facility Protection Act (GUFPA) " (Code Section 46-2-30). Additionally, the CONTRACTOR shall call the utility companies to request a field location of their utilities.

B. Existing Utility Location: The following steps shall be exercised to avoid interruption of existing utility service.

1. Provide the required notice to the utility OWNERS and allow them to locate their facilities according to Georgia law. Field utility locations are valid for only ten (10) days after original notice. The CONTRACTOR shall ensure, at the time of any excavation, that a valid utility location exists at the point of excavation.

2. Expose the facility to verify its true location and grade for at specific locations that are a distance of at least two-hundred feet (200’) in advance

of the current pipeline construction to verify its true location and grade. Repair, or have repaired, any damage to utilities resulting from locating or exposing their true location.

3. Avoid utility damage and interruption by protecting it with means or methods recommended by the utility OWNER.

C. Conflict with Existing Utilities

1. Horizontal Conflict: Horizontal conflict shall be defined as when the actual horizontal separation between a utility, main, or service and the proposed sewer does not permit safe installation of the sewer by the use of sheeting, shoring, tying back, supporting, or temporarily suspending service of the parallel or crossing facility. The CONTRACTOR may change the proposed alignment of the sewer to avoid horizontal conflicts if the new alignment remains within the available right of way or easement and complies with regulatory agency requirements after a written request to and subsequent approval by the ENGINEER.

2. If, in the opinion of the ENGINEER, the sewer's proposed location cannot be adjusted, thus requiring the relocation of an existing utility, the OWNER will direct the CONTRACTOR to relocate the utility as part of this Contract, with the costs of such relocation being paid for as part of a change order.

3. Vertical Conflict: Vertical conflict shall be defined as when the actual vertical separation between a utility, main, or service and the proposed sewer does not permit the crossing without immediate or potential future damage to the utility, main, service, or the sewer. The CONTRACTOR may change the proposed grade of the sewer to avoid vertical conflicts if the changed grade provides minimum required capacity, maintains adequate cover, and complies with regulatory agencies requirements, after written request to and subsequent approval by the ENGINEER.

4. If, in the opinion of the ENGINEER, the sewer's proposed location cannot be adjusted, thus requiring the relocation of an existing utility, the OWNER will direct the CONTRACTOR to relocate the utility as part of this Contract, with the costs of such relocation being paid for as part of a change order.

D. Electronic Locator: Have available at all times an electronic pipe locator and a magnetic locator, in good working order, to aid in locating existing pipe lines or other obstructions.

E. Water and Sewer Separation

1. Sewers should maintain a minimum ten-foot (10’) edge to edge separation from water mains. Where the sewer crosses a water main, an eighteen inch (18”) vertical separation shall be maintained where possible, where the elevation of the top (crown) of the sewer is at least eighteen inches (18”) below the bottom (invert) of the water main. Where possible, a full joint (length) of sewer pipe shall be centered under the water main so that both joints will be as far from the water main as possible.

2. When the elevation of the sewer cannot be varied to meet the above requirement, the water main shall be relocated to provide this separation or reconstructed with mechanical-joint pipe for a distance of ten feet (10’) on each side of the sewer.

3. When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the sewer shall be designed and constructed equal to the water main pipe and shall be pressure-tested to assure water-tightness. Where the sewer crosses over a water main, the water main shall be encased in concrete to the first joint in each direction.

4. Any deviation shall be requested in writing to the ENGINEER.

5. No water main shall be permitted to pass through or come in contact with any part of a manhole.

## 3.02 Construction Along Highways, Streets, and Roadways

A. Install pipelines and appurtenances along highways, streets, and roadways in accordance with the applicable regulations of, and permits issued by, the state Department of Transportation (DOT), the county, and the city with reference to construction operations, safety, traffic control, road maintenance, and repair.

B. Traffic Control

1. The CONTRACTOR shall provide, erect, and maintain all necessary barricades; suitable and sufficient lights, and other traffic control devices; provide qualified flagmen where necessary to direct traffic; take all necessary precautions for the protection of the work and the safety of the

public.

2. Construction traffic control devices and their installation shall be in accordance with the current *Manual on Uniform Traffic Control Devices* (MUTCD) for streets and highways.

3. Placement and removal of construction traffic control devices shall be coordinated with the state Department of Transportation (DOT), the county, and the city a minimum of forty-eight (48) hours in advance of the activity.

4. Placement of construction traffic control devices shall be scheduled ahead of associated construction activities. Construction time in street right of way shall be conducted to minimize the length of time traffic is disrupted. Construction traffic control devices shall be removed immediately following their useful purpose. Traffic control devices used intermittently, such as "Flagmen Ahead", shall be removed and replaced when needed.

5. Existing traffic control devices within the construction work zone shall be protected from damage. Traffic control devices requiring temporary relocation shall be located as near as possible to their original vertical and horizontal locations. Original locations shall be measured from reference points and recorded in a log prior to relocation. Temporary locations shall provide the same visibility to affected traffic as the original location. Relocated traffic control devices shall be reinstalled in their original locations as soon as practical following construction.

6. Construction traffic control devices shall be maintained in good repair, and shall be clean and visible to affected traffic for daytime and nighttime operation. Traffic control devices affected by the construction work zone shall be inspected daily.

7. Construction warning signs shall be black legend on an orange background. Regulatory signs shall be black legend on a white background. Construction sign panels shall meet the minimum reflective requirements of the state Department of Transportation, the county, and the city. Sign panels shall be of durable materials capable of maintaining their color, reflective character, and legibility during the period of construction.

8. Channelization devices shall be positioned preceding an obstruction at a taper length as required by the current *Manual on Uniform Traffic Control*

*Devices* (MUTCD) for streets and highways, as appropriate for the speed limit at that location. Channelization devices shall be patrolled to ensure that they are maintained in the proper position throughout their period of use.

C. Construction Operations

1. Perform all work along highways, streets, and roadways to minimize interference with traffic.

2. Stripping: Where the pipe line is laid along road right of way, strip and stockpile all sod, topsoil, and other material suitable for right of way restoration.

3. Trenching, Laying, and Backfilling: Do not open the trench any further ahead of pipe laying operations than is necessary. Backfill and remove excess material immediately behind laying operations. Complete excavation and backfill for any portion of the trench in the same day.

4. Shaping: Reshape damaged slopes, side ditches, and ditch lines immediately after completing backfilling operations. Replace topsoil, sod, and any other materials removed from shoulders.

5. Construction operations shall be limited to five-hundred feet (500’), including cleanup and utility exploration.

D. Excavated Materials: Do not place excavated material along highways, streets, and roadways in a manner which obstructs traffic. Sweep all scattered excavated material off the pavement in a timely manner.

E. Drainage Structures: Keep all side ditches, culverts, cross drains, and other drainage structures clear of excavated material. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

F. Landscaping Features: Landscaping features shall include, but are not necessarily limited to: fences, property corners, cultivated trees and shrubbery, manmade improvements, subdivision and other signs within the right of way and easement. The CONTRACTOR shall take extreme care in moving landscape features and promptly reestablishing these features.

G. Maintaining Highways, Streets, Roadways, and Driveways

1. Maintain streets, highways, roadways, and driveways in suitable condition for movement of traffic until completion and final acceptance of the work.

2. During the time period between pavement removal and completing permanent pavement replacement, maintain highways, streets, and roadways by the use of steel running plates. The edges of running plates shall have asphalt placed around their periphery to minimize vehicular impact. The backfill above the pipe shall be compacted, as specified elsewhere up to the existing pavement surface to provide support for the steel running plates.

3. Furnish a road grader or front end loader for maintaining highways, streets, and roadways. Make the grader or front end loader available at all times.

4. Immediately repair all driveways that are cut or damaged. Maintain them in a suitable condition for use until completion and final acceptance of the work.

## 3.03 Pipe Distribution

A. Pipe shall be distributed and placed in such a manner that will not interfere with traffic.

B. No pipe shall be strung further along the route than five-hundred feet (500’) beyond the area in which the CONTRACTOR is actually working without written permission from the OWNER. The OWNER reserves the right to reduce this distance to a maximum distance of two-hundred feet (200’) in residential and commercial areas based on the effects of the distribution to the adjacent property owners.

C. No street or roadway may be closed for unloading pipe without first obtaining permission from the proper authorities. The CONTRACTOR shall furnish and maintain proper warning signs and obstruction lights for the protection of traffic along highways, streets, and roadways upon which pipe is distributed.

D. No distributed pipe shall be placed inside drainage ditches.

E. Distributed pipe shall be placed as far as possible from the roadway pavement, but no closer than five feet (5’) from the roadway pavement, as measured edge to edge.

## 3.04 Location and Grade

A. The Drawings show the alignment and grade of the sewer and the position of manholes and other appurtenances. The slope shown on the profile and/or called for in the Specifications is the slope of the invert of the pipe.

B. From the information on the Drawings and the survey points found on the Project site, the CONTRACTOR shall perform all surveys necessary for the establishment of the horizontal and vertical alignment of the sewer.

C. Reference Points

1. The CONTRACTOR shall take all precautions necessary, which includes, but is not necessarily limited to, installing reference points, in order to protect and preserve the centerline or baseline established by the ENGINEER.

2. Reference points shall be placed at or no more than three feet (3') from the outside of the construction easement or right-of-way. The location of the reference points shall be recorded in a log with a copy provided to the ENGINEER for use prior to his verifying reference point locations. Distances between reference points and the manhole centerlines shall be accurately measured to the nearest 0.01 foot.

3. The CONTRACTOR shall give the ENGINEER reasonable notice that reference points are set. The reference point locations must be verified by the ENGINEER prior to commencing clearing and grubbing operations.

D. After the ENGINEER locates and marks the manhole centerlines or baselines of the sewer, the CONTRACTOR shall perform clearing and grubbing.

E. Cut Sheets

1. Cut sheets shall be utilized for basis of payment and confirming that the profile is as shown on the Drawings.

2. Prior to beginning installation of any section of the gravity sewer, prepare cut sheets from field run ground elevations and submit them to the ENGINEER for approval.

3. The survey from which cut sheets are prepared may be performed prior to or after clearing and grubbing operations. The surveyor shall obtain an elevation on each bench mark shown on the Drawings and provide this information to the ENGINEER.

4. No installation of the sewer shall commence prior to approval of the cut sheets.

5. Submittal of cut sheets shall be in accordance with *Section 013300 – Administrative Requirements* of these Specifications.

6. Cut sheets shall provide the station (to the nearest one foot [1']) and the elevation (to the nearest 0.1 foot) at maximum one-hundred foot (100') intervals, plus at each change in slope of the ground and at each manhole centerline. The cut sheet shall also show the invert elevation of the sewer at the corresponding sewer station. From a straight line interpolation of the data, the CONTRACTOR shall calculate and record the station of each point where there is a change in the cut brackets indicated on the Bid Form. The CONTRACTOR shall calculate and record the length of the sewer between each change in cut bracket. The CONTRACTOR shall also indicate the pipe material and class as well as the type of bedding. The slope of the sewer shall also be indicated between manholes. At least one offset hub or temporary bench mark shall be provided at each manhole. Its elevation and the resulting cut from the hub to the manhole invert shall also be shown on the cut sheets.

F Construction shall begin at the low end of the sewer and proceed upstream without interruption. Multiple construction sites shall not be permitted without written authorization from the ENGINEER for each site. As a minimum, cut sheets between construction sites shall be submitted and approved before multiple construction sites will be permitted.

G. The CONTRACTOR shall be responsible for any damage done to reference points, base lines, center lines and temporary bench marks, and shall be responsible for the cost of reestablishment of reference points, base lines, center lines, and temporary bench marks as a result of the operations.

## 3.05 Laying and Jointing Pipe and Accessories

A. Lay all pipe and fittings to accurately conform to the lines and grades established by the ENGINEER.

B. Pipe Installation

1. Proper implements, tools, and facilities shall be provided for the safe performance of the work. All pipe, fittings, and valves shall be lowered carefully into the trench by means of slings, ropes, or other suitable tools or equipment in such a manner as to prevent damage to sewer materials and protective coatings and linings. Under no circumstances shall sewer materials be dropped or dumped into the trench.

2. All pipe, fittings, valves, and other appurtenances shall be examined carefully for damage and other defects immediately before installation. Defective materials shall be marked and held for inspection by the ENGINEER, who may prescribe corrective repairs or reject the materials. No broken, cracked, deformed, misshaped, imperfectly coated, or otherwise damaged or defective pipe or fittings shall be used.

3. All such material shall be removed from the site of the work. If any defective pipe or fitting is discovered after having been laid, it shall be removed and replaced in a satisfactory manner with a sound pipe or fitting by the CONTRACTOR at his own expense.

4. All lumps, blisters, and excess coating shall be removed from the socket and plain ends of each pipe, and the outside of the plain end and the inside of the bell shall be wiped clean and dry and free from dirt, sand, grit, or any foreign materials before the pipe is laid. No pipe which contains dirt shall be laid.

5. Foreign material shall be prevented from entering the pipe while it is being placed in the trench. No debris, tools, clothing, or other materials shall be placed in the pipe at any time. Open ends of pipe shall be kept plugged with a bulkhead during construction.

6. As each length of pipe is placed in the trench, the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

7. It is common practice to lay pipe with the bells facing the direction in which work is progressing.

8. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade, shall not be permitted.

9. Pipe shall be installed in accordance with ASTM D-2321 (PVC and other thermoplastic pipe).

C. Alignment and Gradient

1. Lay pipe straight in alignment and gradient or follow true curves, where shown on the Drawings, as nearly as practicable. Do not deflect any joint more than the maximum deflection recommended by the manufacturer.

2. Maintain a transit, level, and accessories on the job to lay out angles and ensure that deflection allowances are not exceeded.

3. The CONTRACTOR shall check the invert elevation at each manhole and the pipe invert elevation at least three times daily, start, mid-day, and end of day. Elevations shall be checked more frequently if more than one-hundred feet (100') of pipe is installed in a day, or if the pipe is being constructed at minimum slope.

4. The CONTRACTOR shall check the horizontal alignment of the sewer at the same schedule as for invert elevations.

D. Expediting of Work: Excavate, lay the pipe, and backfill as closely together as possible. Do not leave unjointed pipe in the trench overnight. Backfill and compact the trench as soon as possible after laying and jointing is completed. Cover the exposed end of the installed pipe each day at the close of work and at all other times when work is not in progress. If necessary to backfill over the end of an uncompleted pipe or accessory, close the end with a suitable plug, either push on, mechanical joint, restrained joint or as approved by the ENGINEER.

E. Joint Assembly: Push on, mechanical, flange, and restrained type joints shall be assembled in accordance with the manufacturer's recommendations. In cases where these joint types cannot be used and a Fernco® must be used, "StrongBack" series couplings or equal should be used to provide resistance to heavy earth loads and shear forces. The installation of these couplings should be in accordance with manufacturer's recommendations.

F. Cutting Pipe

1. Cut ductile iron pipe (DIP) using an abrasive wheel saw.

2. Cut Polyvinyl Chloride (PVC) pipe using a suitable saw.

3. Whenever pipe requires cutting to fit the lines, the work shall be done in such manner as to leave a smooth end at right angles to the axis of the pipe. When a piece of pipe is cut to fit into the line, no payment will be made for the portion cut off and not used.

4. Whenever existing pipe requires cutting to install new fittings, the work shall be done in such manner as to leave a smooth end at right angles to the axis of the pipe and special care shall be exercised to guard against breaking or splitting the existing piping.

   a. Remove all burrs and smooth the end before jointing.

   b. The CONTRACTOR shall cut the pipe and bevel the end, as necessary, to provide the correct length of pipe necessary for installing the fittings, valves, accessories and closure pieces in the correct location. Only push on or mechanical joint pipe shall be cut.

G. House Connections: Reconnect all existing service lines to the sewer via wyes or tees as provided in *Section 333116 – Sewer Service Laterals* of these Specifications. Service pipe size shall match existing service. Provide cleanouts at each bend and no greater than forty-five feet (45') apart. Provide cleanouts at right-of-ways.

H. Waterstop Collars

1. Waterstop collars shall be installed within 10 feet upstream of each manhole and on both sides of all stream crossings.

2. Waterstop collars shall be constructed as shown on the Drawings. Concrete shall be poured against undisturbed earth on the sides and bottom of the trench.

3. The sides and bottom of the trench shall be over excavated a minimum of two feet for the placement of the waterstop collar. If rock is encountered in the trench, over excavation is not required. Before pouring, all rock surfaces shall be clean of dirt, debris, and loose rock from blasting. Pouring concrete on pulverized rock or loose gravel will not be permitted.

## 3.06 Bypass Pumping

A. The CONTRACTOR shall provide for continuous transmission of all flows in the sewer system by performing temporary bypass pumping.

B. The CONTRACTOR shall provide a Bypass Pumping Plan.

C. All flow shall be pumped around segments during the construction and testing of the new sewer, rehabilitated sewer sections, sewer connections/reconnections, and rehabilitation of manholes.

D. The bypassed sewage flow shall be discharged into a manhole on the downstream side of the construction area, thus bypassing the sewer segment(s) under construction.

E. The CONTRACTOR's requirements for providing temporary bypass pumping shall include, as a minimum:

1. Notification to homeowners via door hangers of service outage twenty-four (24) hours prior to beginning work. A sample of the proposed door hanger shall be submitted to the ENGINEER and OWNER for review and approval. After completion of the work, the CONTRACTOR shall notify customers that service has been restored.

2. Sizing and installing the piping, pumps, valves, and control system.

3. Providing and installing temporary suction and discharge piping and fittings.

4. Temporary pump systems shall be capable of conveying the flows within the pipeline plus additional peak flows that may occur. The CONTRACTOR shall ensure that an adequately sized back-up bypass pump be available in the case of lead pump failure.

5. Providing power and/or fuel required to operate the system, including facilities to prevent spills. No power will be available from the OWNER.

6. Personnel or automatic controls to adjust the flow rate of the pumping system to match the influent flows.

7. Removing all temporary pumping facilities when the work is completed.

F. The release of raw wastewater onto the ground or into a receiving stream is prohibited. The CONTRACTOR is responsible for paying all fines imposed for overflows or spills during construction. Should a condition arise that the CONTRACTOR cannot restore service within twelve (12) hours of service interruption, the CONTRACTOR shall make provisions for pumping all flows at no cost to the OWNER.

G. The CONTRACTOR will be responsible for acquiring any necessary environmental, Federal, State, Local, Department of Transportation (TDOT), and any other permits necessary for bypass pumping. The CONTRACTOR shall provide the local traffic engineering department a detailed schedule and plan regarding any temporary street and/or road closures a minimum of thirty (30) days prior to any construction activities.

H. Bypass pumps shall be located in areas that do not disturb nearby homeowners or businesses. The CONTRACTOR is responsible for coordinating with the OWNER and the nearby customers the bypass pump location and operating hours.

I. Bypass pumps shall be sound attenuated with a maximum noise level of seventy-two decibels (72 dBA) at nine meters. Bypass pumps shall be located a minimum of fifty feet (50’) from any residential structure.

J. Open channels or trenches shall not be used to convey flow.

## 3.07 Installation of Service Pipe and Tees

A. Installation of service pipe shall conform to the appropriate requirements as shown on the drawings.

B. Reconnect all existing service lines to the sewer via wyes or tees as provided in *Section 333116 – Sewer Service Laterals* of these Specifications. Service pipe size shall match existing service. Provide cleanouts at each bend and no greater than 45 feet apart. Provide cleanouts at right-of-ways.

C. Connections of service lines to the main sewer if required shall be made with bends of the proper degree to make the service run perpendicular to the main sewer. No greater than a forty-five-degree (45°) bend shall be installed at each change of direction of the sewer service lateral. Pipe shall be laid to a uniform line and grade.

Minimum grade shall be one percent (1%).

D. A double clean out shall be provided at the discharge point on the outside sewer service line of the house, and a double clean out shall be provided on the sewer service line at the property line between the public sewer and the structure being connected. Other clean outs shall be provided in accordance with the governing plumbing code.

E. When a service line is installed under the roadway, the full depth shall be backfilled with stone as shown in the Drawings.

F. Service lines shall be bedded and supported completely in accordance with the drawings.

G. If the sewer service line crosses a water line, there shall be a minimum of 18-inches between the top of the bottom pipe and the bottom of the top pipe.

H. When it is impractical to obtain proper horizontal or vertical separation or depth, the OWNER shall be contacted, prior to replacing the sewer service line. In the event of reduced separation, additional testing of the sewer service line may be required to ensure water-tightness or additional measures may be required.

I. Where service lines are to be stubbed out for future connection, the end of all service lines shall be plugged with a PVC plug or cap and a wooden two inches by four inches (2” x 4”) shall extend above existing and/or final grade.

J. When a new service line is installed to connect an existing building sewer, and when the building sewer is cast iron, concrete, or clay, a Fernco® fitting may be approved. Otherwise, NO FERNCO® FITTINGS (or other flexible fittings) shall be used for new or the repair of private service laterals.

## 3.08 Inspection and Testing

A. Clean and test lines before requesting final acceptance. Where any obstruction is met, clean the sewers by means of rods, swabs, or other instruments. When requested by the ENGINEER, flush out lines and manholes before final inspection.

B. Gravity Sewers: Pipe lines shall be straight and show a uniform grade between manholes. Correct any discrepancies discovered during inspection.

C. Pipe joints for sewers thirty-inches (30”) in diameter and larger shall be air tested individually. The joint tester assembly shall be placed over the joint and shall pressurize the joint area to four pounds-per-square-inch (4 psi). The pressure shall not drop more than two pounds-per-square-inch (2 psi) in ten (10) seconds. The joint tester assembly shall be equal to Cherne Industries, Inc.

1. Infiltration Tests: Use only when groundwater is two feet (2’) above the top of the pipe.

   a. Install suitable weirs in manholes selected by the ENGINEER to determine the leakage of ground water into the sewer. The maximum length of line for each infiltration test shall be five-thousand feet (5,000’). Measure leakage only when all visible leaks have been repaired and the ground water is two feet above the top of the pipe. If leakage in any section of the sewer line exceeds one-hundred gallons-per-day-per-inch diameter/per mile (100 gpd/inch diameter/mile), locate and repair leaks. Repair methods must be approved by the ENGINEER. After repairs are completed, re test for leakage.

   b. Furnish, install, and remove the necessary weirs, plugs, and bulkheads required to perform the leakage tests. Where continuous monitoring of flow level is required, the OWNER will provide and operate monitoring equipment.

2. Exfiltration Tests: Choose one of the following when groundwater is NOT two feet (2’) above the top of the pipe.

   a. Hydrostatic Test

      i. Test pipe between manholes with a minimum of ten feet (10’) hydrostatic pressure, measured at the center of the pipe at the upstream manhole.

      ii. The ends of the pipe in the test section shall be closed with suitable watertight bulkheads. Inserted into the top of each bulkhead shall be a two inch (2”) pipe nipple with an elbow. At the upper end of the test section, a twelve inch (12”) riser pipe shall be connected to the two inch nipple (2”). The test section of pipe shall be filled through the pipe connection in the lower bulkhead which shall be fitted with a valve, until all

air is exhausted and until water overflows the riser pipe at the upper end.

Water may be introduced into the pipe twenty-four (24) hours prior to the test period to allow complete saturation. House service lines, if installed, shall also be fitted with suitable bulkheads having provisions for the release of air while the test section is being filled with water.

iii. During the test period, which shall extend over a period of two (2) hours, water shall be introduced into the riser pipe from measured containers at such intervals as are necessary to maintain the water level at the top of the riser pipe. The total volume of water added during the test period shall not exceed that specified for infiltration.

b. Low Pressure Air Test

i. Prior to air testing, the section of sewer between manholes shall be thoroughly cleaned and wetted. Immediately after cleaning or while the pipe is water soaked, the sewer shall be tested with low pressure air. At the CONTRACTOR's option, sewers may be tested in lengths between manholes or in short sections (twenty-five feet [25’] or less) using inflatable balls pulled through the line from manhole to manhole. Air shall be slowly supplied to the plugged sewer section until internal air pressure reaches approximately 4.0 psi.

ii. After this pressure is reached and the pressure allowed to stabilize (approximately two [2] to five [5] minutes), the pressure may be reduced to 3.5 psi before starting the test. If a 1.0 psi drop does not occur within the test time, then the line has passed the test. If the pressure drops more than 1.0 psi during the test time, the line is presumed to have failed the test, and the CONTRACTOR will be required to locate the failure, make necessary repairs, and retest the line. Minimum test time for various pipe sizes, in accordance with ASTM C 828 is as follows:

| **Nominal Pipe Size** *(inch)* | **Time** *(Min/100 Feet)* |
|---|---|
| 4 | 0.3 |
| 6 | 0.7 |
| 8 | 1.2 |
| 10 | 1.5 |
| 12 | 1.8 |
| 15 | 2.1 |
| 18 | 2.4 |
| 21 | 3.0 |
| 24 | 3.6 |
| 27 | 4.2 |
| 30 | 4.8 |
| 33 | 5.4 |
| 36 | 6.0 |

iii. Required test equipment, including inflatable balls, braces, air hose, air source, timer, rotameter as applicable, cut off valves, pressure reducing valve, 0 15 psi pressure gauge, 0 5 psi pressure gauge with gradations in 0.1 psi and accuracy of plus-or-minus two percent (+2%), shall be provided by the CONTRACTOR. Testing equipment shall be equal to Cherne Air Loc Testing Systems®.

iv. The CONTRACTOR shall keep records of all tests made. Copy of such records will be given to the ENGINEER or the OWNER. Such records shall show date, line number and stations, operator, and such other pertinent information as required by the ENGINEER.

v. The CONTRACTOR is cautioned to observe proper safety precautions in performance of the air testing. It is imperative that plugs be properly secured and that care be exercised in their removal. Every precaution shall be taken to avoid the possibility of over pressurizing the sewer line.

3. Deflection Test

a. Test PVC gravity sewer for excessive deflection by passing a mandrel through the pipe. Deflection of the pipe shall not exceed the following:

| Nominal Pipe Diameter | Maximum Allowable Deflection |
|---|---|
| ≤ 12-inches | 5% |
| 15 to 30-inches | 4% |
| > 30-inches | 3% |

b. The mandrel size shall be based upon the maximum possible inside diameter for the type of pipe being tested, taking into account the allowable manufacturing tolerances of the pipe. The mandrel shall have an odd number of legs, or vanes, with a quantity of such equal to or greater than nine (9). The legs of the mandrel shall be permanently attached to the mandrel. A mandrel with variable sizes shall not be allowed.

c. The mandrel shall be constructed of steel aluminum or other material approved by the ENGINEER, and shall have sufficient rigidity so the legs of the mandrel will not deform when pulling through a pipe. The mandrel dimensions shall be checked by the ENGINEER before use by the CONTRACTOR.

d. Excavate and install properly any section of pipe not passing this test. Retest until results are satisfactory.

e. This test shall be performed within the first thirty (30) days of installation.

## 3.09 Manhole and Precast Concrete Product Construction

A. Construct manholes as shown on the Drawings.

B. All manhole bases, including curved manhole bases and inverts, shall be constructed of Class A concrete in accordance with details on the Drawings, and inverts shall be smooth and accurately shaped and have the same cross section as the invert of the sewers which they connect.

1. The manhole base and invert shall be carefully formed to the required size and grade by gradual and even changes in sections, care being exercised to form the incoming and outgoing sewer pipes into the wall of the manhole at the required elevations. Changes in direction of flow through the sewer

shall be made to a true curve with as large a radius as the size of the manhole will permit.

2. Handle pre-cast concrete sections carefully to prevent cracking or chipping. Provide uniform bedding of the bottom section to prevent uneven loading. Install gaskets and joint sealants in accordance with manufacturer's recommendations to produce a watertight structure.

3. After the base section has been allowed to set for a period of not less than twenty-four (24) hours, the precast manhole sections shall be placed thereon, care being exercised to form the incoming and outgoing sewer pipes into the wall of the manhole at the required elevations.

4. Manhole sections shall be set so that the manhole steps (if installed) align vertically.

5. Fill all joints, lifting holes, and other imperfections inside and outside with non-shrink mortar, overlapping the seam two inches (2”) on both sides, to form a neat, smooth finish. Manholes shall be completely waterproof.

C. Pipes of all diameters shall be connected to manholes in a cored or precast hole of the proper diameter using an integrally cast A-lock® elastomeric ring, a Kor-N-Seal® rubber boot, or approved equal flexible connector, and shall be installed as recommended by the manufacturer. Connections using mortar or other rigid materials will not be acceptable. Connections to existing manholes shall be cored. "Hammer taps" will not be acceptable.

D. Top Elevations: Build manholes outside of paved areas to eighteen inches (18”) above finished grade unless otherwise shown on the Drawings or directed by the ENGINEER. Build manholes in paved areas to existing grades.

E. Manholes shall be constructed such that their walls are plumb.

F. Invert Elevations: The invert elevations shown on the Drawings shall be for the invert at the centerline of the precast concrete manhole. Prior to setting the laser or other vertical alignment control system for the sewer upstream of the manhole, the CONTRACTOR shall verify the elevation of the sewer installed at the manhole. Should the elevation differ from that shown on the Drawings, the CONTRACTOR shall take the following corrective action:

1. If the sewer is laid at negative grade, the CONTRACTOR shall remove and

reinstall the sewer at the correct grade at no additional cost to the OWNER.

2. If the sewer is laid at a grade less than that shown on the Drawings, thus reducing the sewer's capacity, the OWNER may require the sewer to be removed and re-laid at the correct grade at no additional cost to the OWNER. As a minimum, the grade to the next upstream manhole shall be adjusted such that the next upstream manhole shall be set at the correct elevation.

3. If the sewer is laid at a grade greater than that shown on the Drawings, and if the CONTRACTOR can show that there are no conflicts with upstream existing utilities or obstructions, the CONTRACTOR shall adjust the grade of the next upstream manhole such that the next upstream manhole shall be set at the correct elevation.

   If such an adjustment, in the ENGINEER's opinion, is substantial, the grade adjustment shall be spread over multiple sections of the sewer. If such an adjustment, in the OWNER's opinion, significantly reduces the sewer's capacity, the OWNER may require the CONTRACTOR to remove and relay that portion of the sewer laid at the improper grade.

G. Drop Connections: An outside drop manhole shall be required when sanitary sewer lines enter a manhole more than twenty-four inches (24”) above the manhole invert, as shown on the Drawings. Construct drop connections of the same materials as the upstream sewer and in accordance with the details shown on the Drawings.

H. Manholes Steps, if used, shall be inserted into the wall of the manhole at the proper locations and elevations and shall be securely embedded in the wall.

I. Any adjustment necessary for manhole frame elevation shall be made with concrete grade rings. A maximum of two (2) sections shall be permitted.

J. The cast iron frame for the manhole cover shall be set at the required elevation and properly anchored to the masonry. Where manholes are constructed in paved areas, the top surface of the frame and cover shall be tilted to conform to the exact slope, crown, and grade of the existing adjacent pavement.

K. Seal all manhole lift holes, both inside and out, with grout. Between precast sections, this is in addition to joint sealant and primer and mastic wraps utilized on the outside of the manholes.

L. Masonry work shall be allowed to set for a period of not less than twenty-four (24) hours. Outside forms, if any, shall then be removed and the manhole backfilled and compacted in the manner provided in *Section 312300 – Excavation and Fill* of these Specifications. All loose or waste material shall be removed from the interior of the manhole. The manhole cover then shall be placed and the surface in the vicinity of the work cleaned off and left in a neat and orderly condition.

N. After backfilling has been completed, the excavated area, if located in a street, alley, or sidewalk, shall be provided with a temporary surface, as directed by the ENGINEER.

O. The sanitary sewer shall be vented through the use of designated manholes with vent pipe structures located approximately every one-thousand feet (1,000') along the sewer line. Vent stacks must be "factory" fabricated and "hot dipped" galvanized, and NOT field fabricated and galvanized. Vented manholes that are part of proposed sewers paralleling a creek shall be protected against 100-year flood conditions, with levels as identified by the Federal Emergency Management Agency (FEMA), by raising the opening elevation of the vent pipe three feet (3') above the 100-year flood elevation. The opening to the vent pipe structure shall be protected by a screen to prevent wildlife intrusion.

## 3.10 Manhole Testing

A. Manholes: Prior to testing manholes for watertightness, all lift holes shall be plugged with a non-shrink grout, all joints between precast sections shall be properly sealed and all pipe openings shall be temporarily plugged and properly braced. Each manhole shall pass one (1) of the following tests:

1. Exfiltration Tests: The manhole, after proper preparation as noted above, shall be filled with water. The maximum allowable leakage shall be eight gallons per foot (8 gal/ft) of depth per twenty-four (24) hours for forty-eight inch (48") diameter manholes. Tests shall last a minimum of eight (8) hours. The manholes may be backfilled prior to testing.

2. Vacuum Tests: The manhole, after proper preparation as noted above, shall be vacuum tested prior to backfilling. The test head shall be placed at the inside of the top of the cone section and the compression head inflated to forty pounds-per-square-inch (40 psi) to effect a seal between the vacuum base and the manhole structure.

B. Connect the vacuum pump to the outlet port with the valve open. A vacuum of ten inches (10”) of Mercury (Hg) shall be drawn and the vacuum pump shut off. With the valves closed, the time shall be measured for the vacuum to drop to nine inches (9”). The manhole shall pass if the time is greater than sixty (60) seconds for forty-eight inch (48”) diameter manholes. If the manhole fails the initial test, necessary repairs shall be made with non-shrink grout while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test is obtained.

C. Existing manholes shall be vacuum tested prior to making any connection, and again upon completion of connection to assess any damage due to construction.

D. The cost and expense of all testing for watertightness and of providing a watertight structure shall be borne by the CONTRACTOR.

## 3.11 Protection and Restoration of Work Area

A. General: Return all items and all areas disturbed, directly or indirectly, by work under these Specifications, to their original condition or better, as quickly as possible after work is started.

1. The CONTRACTOR shall plan, coordinate, and prosecute the work such that disruption to personal property and business is held to a practical minimum.

2. All construction areas abutting lawns and yards of residential or commercial property shall be restored promptly. Backfilling of underground facilities, ditches, and disturbed areas shall be accomplished on a daily basis as work is completed. Finishing, dressing, and grassing shall be accomplished immediately thereafter, as a continuous operation within each area being constructed and with emphasis placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

3. Handwork, including raking and smoothing, shall be required to ensure that the removal of roots, sticks, rocks, and other debris is removed in order to provide a neat and pleasing appearance.

4. The Department of Transportation's (DOT’s) ENGINEER shall be authorized to stop all work by the CONTRACTOR when restoration and cleanup are unsatisfactory and to require appropriate remedial measures.

B. Man Made Improvements: Protect, or remove and replace with the ENGINEER's approval, all fences, walkways, mail boxes, pipe lines, drain culverts, power and telephone lines and cables, property pins, and other improvements that may be encountered in the work.

C. Cultivated Growth: Do not disturb cultivated trees or shrubbery unless approved by the ENGINEER. Any such trees or shrubbery which must be removed shall be heeled in and replanted under the direction of an experienced nurseryman.

D. Cutting of Trees: Do not cut trees for the performance of the work except as absolutely necessary. Protect trees that remain in the vicinity of the work from damage from equipment. Do not store spoil from excavation against the trunks. Remove excavated material stored over the root system of trees within thirty (30) days to allow proper natural watering of the root system.

Repair any damaged tree over three inches (3”) in diameter, not to be removed, under the direction of an experienced nurseryman. All trees and brush that require removal shall be promptly and completely removed from the work area and disposed of by the CONTRACTOR. No stumps, wood piles, or trash piles will be permitted on the work site.

E. Disposal of Rubbish: Dispose of all materials cleared and grubbed during the construction of the Project in accordance with the applicable codes and rules of the appropriate county, state, and federal regulatory agencies.

F. Cleanup and restoration of each yard shall be completed no later than seven (7) calendar days after each section of sewer line is installed.

G. Upon final inspection, if any foreign matter is present in the system, flush and clean the sections of line as required.

## 3.12 Final Acceptance

A. Post-construction videos of sewer mains shall be conducted as per the most current National Association of Sewer Service Companies (NASSCO) requirements and submitted to the ENGINEER in accordance with *Section 330130.11 – Television Inspection of Sewers* of these Specifications.

END OF SECTION

# Section 333116

## Sewer Service Laterals

# Part 1 General

## 1.01 Scope

A. The work covered by this Section shall consist of furnishing and installing service connections in the sewers, of the size and type shown on the Drawings and specified herein.

B. Related Work:

1. Section 330130.11 – Television Inspection of Sewers

2. Section 333000 – Sanitary Sewerage

# Part 2 Products

## 2.01 Materials

A. Service connections shall be made at the top or from the side at forty-five degrees (45°) of the sewer line using four inch (4”) or six inch (6”) diameter pipe to match existing service line diameter as shown on the Drawings. New service pipe shall be SDR 26 polyvinyl chloride (PVC).

B. Riser connections shall be required when the main sewer line is ten feet (10’) or more below finished grade, unless otherwise directed by the ENGINEER.

C. The service connection shall extend from the sewer line to the edge of the permanent easement or right-of-way and be plugged or reconnected to the existing active service connection.

D. Connection of service lines or risers to sewer lines rehabilitated by Cured-In-Place-Pipe (CIPP) or Open Cut methods shall be by means of saddle tees or wyes as manufactured by Harco or approved equal. A two (2) part epoxy equal to KOP-COAT A-788® as manufactured by Carbolin Protective Coatings and Linings or approved equal shall be applied between the mainline pipe and the saddle fitting.

# Part 3 Execution

## 3.01 Installation

A. Laying of service connection lines shall be in accordance with *Section 333000 – Sanitary Sewerage* of these Specifications. Flows shall be bypassed per *Section 333000 – Sanitary Sewerage* of these Specifications.

B. The CONTRACTOR shall excavate the area of the lateral connection so that the host pipe and/or existing connection is exposed. The existing service lateral slopes shall be maintained or new service laterals may be installed at slopes greater than original laterals provided these do not exceed ten percent (10%).

C. For mainline pipes that have been previously lined, the host pipe shall be broken back or removed in such a manner that the new CIPP liner is exposed without causing damage to the liner. An appropriately sized hole acceptable to the ENGINEER shall be cut into the CIPP using a circular hole cutter. Hanging or loose cuttings shall be removed so that the newly opened hole is smoothed around its edges.

D. Fittings and saddles for reconnection of service laterals shall be compatible with the new cured in place line or pipe bursting material and shall provide a watertight connection to the sanitary sewer main.

E. For main lines rehabilitated by CIPP methods, connection to the main line shall be made utilizing a saddle wye or saddle tee with stainless steel bands equal to Harco Saddle Wye® or Saddle Tee® or approved equal. A two-part epoxy equal to KOP-COAT A-788® as manufactured by Carbolin Protective Coatings and Linings or approved equal shall be applied between the mainline pipe and the saddle fitting. Care should be taken to prevent the migration of the epoxy into the service later opening. The CONTRACTOR shall thoroughly wipe excess epoxy material from the interior of the service connection prior to finalizing the connection to the main.

F. The CONTRACTOR shall extend the replacement service lateral to the edge of the utility easement or right-of-way (within one foot [1']) and install a clean-out and reconnect to the existing private service lateral. The clean-out and connection shall conform to the Details shown in the Drawings. In all cases, a glued, epoxy, or gasketed connections shall be installed that matches the existing service lateral material. Only as directed by the ENGINEER in writing shall mechanical rubber sleeve couplings, as manufactured by Fernco or Mission, be allowed in cases where no other means of connecting dissimilar pipe materials exist (*e.g*. SDR 26 PVC to concrete).

## 3.02 Inspection and Testing

A. Leakage testing of all replaced sanitary sewer service laterals shall be conducted in the presence of the OWNER or ENGINEER in accordance with the exfiltration test method for gravity pipes described in the *Section 333000 – Sanitary Sewerage* of these Specifications. The CONTRACTOR shall furnish all equipment and personnel necessary to conduct all of the leakage tests.

B. At the completion of the rehabilitation of the service connection, a digitally formatted video inspection, conforming to *Section 333130.11 – Television Inspection of Sewers* of this Specification shall be submitted to the ENGINEER for review. This inspection shall be performed, one section at a time, by a color video inspection system. The rate of travel through the new pipe shall be slow enough so that the pipe can be easily viewed as per National Association of Sewer Service Company (NASSCO) requirements.

C. The operator shall stop the camera at each lateral service and pan the camera so that the entire cut out service opening may be inspected. No visual interruptions or “blink-outs” shall be observed on the inspection video. No infiltration of groundwater shall be observed. All service entrances shall be accounted for and shall be unobstructed. If, in the judgment of the OWNER/ENGINEER, any unsatisfactory conditions are present, the CONTRACTOR shall correct conditions in these areas at no cost to the OWNER.

END OF SECTION

# City of Griffin

## Potato Creek Basin Rehabilitation Project Phase 1

Index Map

Legend

- Mapbook Index
- Basin PC1271
- Basin PC1788

N

W E

S

0 900 1,800 Feet

**REFERENCE:**
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DATE:
9/2/2026

LJA PROJECT NO.
GAGR3152-26073

Griffin
Growing TOGETHER

LJA ENGINEERING 626

Drawing Path: Z:\SoutheastRegion\Projects\2024\PCG3152-24034 Potato Creek Basin PC1271 SSES\GIS\Rehab Mapbook\ConsentOrder\Griffin - Consent Order Rehab Mapbook.aprx plotted by blundberg 09-02-2026

# City of Griffin

## Potato Creek Basin Rehabilitation Project Phase 1



Legend

- Subsurface Manhole Repairs
- Surface and Subsurface Manhole Repairs
- Lateral CIPP
- Lateral CIPP Connection Only
- Lateral No Action
- Lateral Capped, Do Not Reinstate
- Mainline CIPP
- Mainline CIPP and Outside Drop
- Griffin Manhole
- Griffin Gravity Main
- Griffin Force Main
- Griffin Pump Station
- Griffin Parcel

1 inch = 100 ft

0 50 100 Feet

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LJA ENGINEERING 627

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# City of Griffin

## Potato Creek Basin Rehabilitation Project Phase 1



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LJA ENGINEERING 628

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# City of Griffin

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629

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# City of Griffin

## Potato Creek Basin Rehabilitation Project Phase 1



Norfolk Southern Railway

E Broad St

E Slaton Ave

E Solomon St

E Wall St

N 1st St

N Brawner St

S Brawner St

Phillips St

Friedman St

PC6288 8-inch PC805 8-inch PC803

PC8405 8-inch PC809 8-inch PC796

PC799 PC795 PC793 8-inch PC791 8-inch

PC8470 8-inch PC814 8-inch PC8469 8-inch PC801 8-inch PC801A 8-inch PC771

PC783 0 D 6-inch PC772

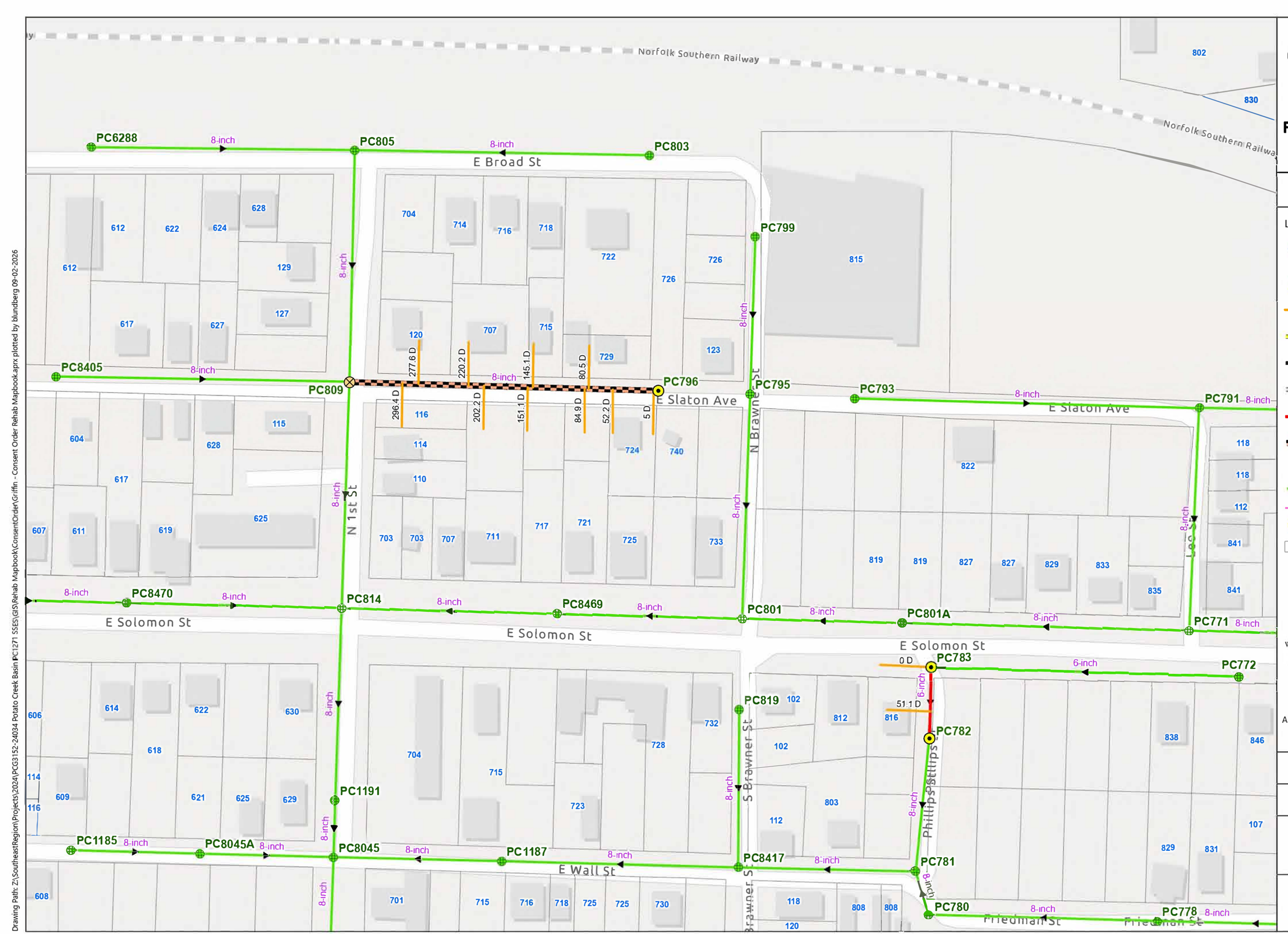
PC819 102 51.1 D PC782

PC1185 8-inch PC8045A 8-inch PC8045 8-inch PC1187 8-inch PC8417 8-inch PC781

PC780 8-inch PC778 8-inch

277.6 D 220.2 D 145.1 D 80.5 D 296.4 D 202.2 D 151.1 D 84.9 D 52.2 D 5 D

PC1191



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# City of Griffin

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LJA ENGINEERING

631

CC382
PC6398
PC743
PC745
PC746
CC6395
PC742
PC740
8-inch
63.4 D
E Chappell St
Morris St
Pelly St
N Searcy
Norfolk Southern Railway
155
753
754
208
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130
808
236
841
232
110
821
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802
830
125
121
882

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# City of Griffin

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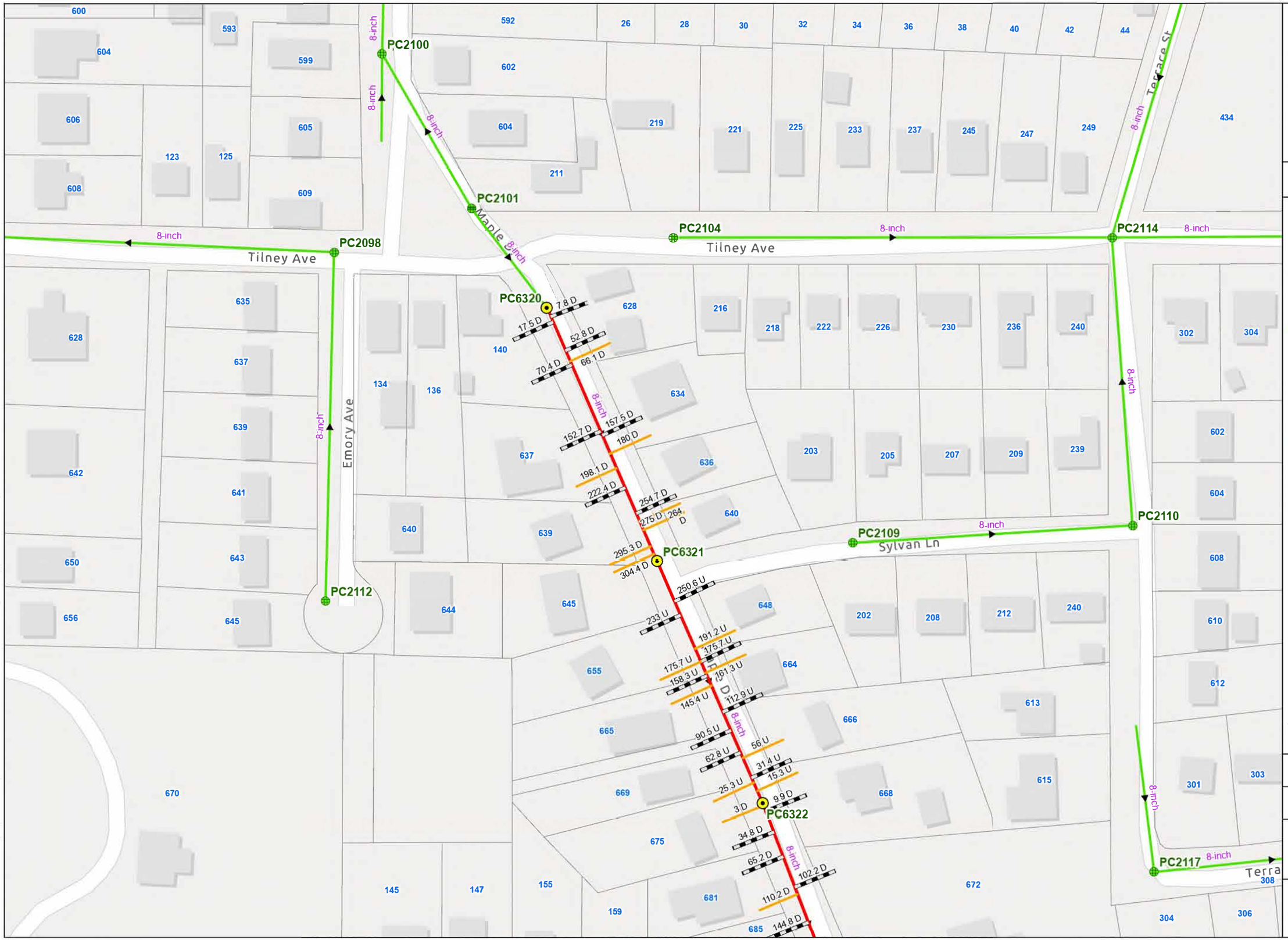
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# City of Griffin

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# City of Griffin

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634

Milner Ave

Forrest Ave

Wyoland Dr

Mable Dr

PC5571 PC6323 PC6326 PC6327 PC6328 PC2139 PC5569 PC8413 PC5566

8-inch

110.2 D 102.2 D 144.8 D 184.8 D 207.8 D 252.4 D 50.9 D 75.4 D 257.3 U 221.2 U 191.1 U 165.7 U 173 U 161.5 U 119.1 U 91.8 U 85.9 U 65.1 U 52.6 U 36.2 U 35.8 U 11 U 77.3 D 114.4 D 127.9 D 150.1 D 153 D 237 D 239.5 D 292.4 D 293.3 D 70.9 D 145.8 D 153.1 D 162.7 D 235.1 D

675 681 685 672 145 147 155 159 304 306 308 310 312 314 402 404 406 700 701 162 140 703 704 705 706 709 713 715 703 701 714 805 632 830 809 718 813 720 815 722 817 724 827 802 806 829 708 707 709 711 712 719 716 718 737 721 201 725 141 151 135 125

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# City of Griffin

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# City of Griffin

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Griffin Growing TOGETHER

LJA ENGINEERING 636

PC2059
PC2063
PC2065
PC5547
PC5546
PC8015
PC5545
PC6361
PC6875
PC6363
PC6364
PC6877
PC6365
6.9 D
47.8 D
145.9 D
151.5 D
194.1 D
245 D
244.3 D
8-inch
347.3 D
124.2 U
119.4 D
0 D
6-inch
Crescent Rd
Maple Dr
Mockingbird Ln
Brookwood Ter

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City of Griffin

Potato Creek Basin Rehabilitation Project Phase I

| Pipe ID | Diameter (in) | Material | USMH | DSMH | USMH Depth (ft) | DSMH Depth (ft) | Repair Type | CIPP Thickness (mm) | Pipe Length | Map Page | Basin | Special Construction Notes | PACP Video Link |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PC1132_PC1146 | 8 | VCP | PC1132 | PC1146 | 4.9 | 10.2 | Cured-In-Place Pipe | 6.0 | 249.1 | 2 | PC1271 | Preliner | Video Link |
| PC1141_PC1149 | 8 | VCP | PC1141 | PC1149 | 7.5 | 6.8 | Cured-In-Place Pipe | 6.0 | 280.0 | 1 | PC1271 | | Video Link |
| PC1174_PC1175 | 8 | VCP | PC1174 | PC1175 | 11.4 | 10.9 | Cured-In-Place Pipe | 7.5 | 279.7 | 2 | PC1271 | | Video Link |
| PC1175_PC1241 | 12 | HDPE | PC1175 | PC1241 | 10.9 | 18.2 | Cured-In-Place Pipe | 6.0 | 544.2 | 3 | PC1271 | | Video Link |
| PC1180_PC1181 | 8 | CP | PC1180 | PC1181 | 10.1 | 7.2 | Cured-In-Place Pipe | 6.0 | 257.4 | 3 | PC1271 | | Video Link |
| PC1181_PC1188 | 8 | CP | PC1181 | PC1188 | 7.2 | 8.7 | Cured-In-Place Pipe | 6.0 | 160.8 | 3 | PC1271 | Preliner | Video Link |
| PC1188_PC1241 | 8 | CP | PC1188 | PC1241 | 8.7 | 18.2 | CIPP and Outside Drop | 7.5 | 128.0 | 3 | PC1271 | Preliner; Outside drop 5.3ft | Video Link |
| PC1236_PC6291 | 8 | VCP | PC1236 | PC6291 | UNK | 12.8 | Cured-In-Place Pipe | 7.5 | 274.8 | 1 | PC1271 | | Video Link |
| PC2059_PC6363 | 8 | VCP | PC2059 | PC6363 | 6.2 | 9.9 | Cured-In-Place Pipe | 6.0 | 570.2 | 9 | PC1788 | Preliner | Video Link |
| PC6287_PC1132 | 8 | VCP | PC6287 | PC1132 | UNK | 4.9 | Cured-In-Place Pipe | 6.0 | 232.5 | 2 | PC1271 | Preliner | Video Link |
| PC6320_PC6321 | 8 | VCP | PC6320 | PC6321 | 5.0 | 4.4 | Cured-In-Place Pipe | 6.0 | 313.5 | 7 | PC1788 | Preliner | Video Link |
| PC6321_PC6322 | 8 | VCP | PC6321 | PC6322 | 4.4 | 5.7 | Cured-In-Place Pipe | 6.0 | 299.6 | 7 | PC1788 | | Video Link |
| PC6322_PC6323 | 8 | VCP | PC6322 | PC6323 | 5.7 | 5.8 | Cured-In-Place Pipe | 6.0 | 294.8 | 7 | PC1788 | | Video Link |
| PC6323_PC6326 | 8 | VCP | PC6323 | PC6326 | 5.8 | 6.5 | Cured-In-Place Pipe | 6.0 | 341.0 | 8 | PC1788 | Preliner | Video Link |
| PC6326_PC6328 | 8 | VCP | PC6326 | PC6328 | 6.5 | 6.7 | Cured-In-Place Pipe | 6.0 | 318.7 | 8 | PC1788 | | Video Link |
| PC6328_PC6329 | 8 | VCP | PC6328 | PC6329 | 6.7 | 6.4 | Cured-In-Place Pipe | 6.0 | 571.6 | 8 | PC1788 | Preliner | Video Link |
| PC6329_PC6331 | 8 | VCP | PC6329 | PC6331 | 6.4 | 5.9 | Cured-In-Place Pipe | 6.0 | 597.4 | 9 | PC1788 | Preliner | Video Link |
| PC6364_PC6363 | 8 | VCP | PC6364 | PC6363 | 8.5 | 9.9 | Cured-In-Place Pipe | 6.0 | 52.2 | 10 | PC1788 | | Video Link |
| PC6365_PC6364 | 6 | VCP | PC6365 | PC6364 | 6.6 | 8.5 | Cured-In-Place Pipe | 4.5 | 315.9 | 10 | PC1788 | | Video Link |
| PC715_PC718 | 8 | VCP | PC715 | PC718 | 11.8 | 8.5 | Cured-In-Place Pipe | 7.5 | 77.7 | 6 | PC1271 | | Video Link |
| PC743_PC6398 | 8 | VCP | PC743 | PC6398 | 3.6 | 5.3 | Cured-In-Place Pipe | 6.0 | 365.3 | 5 | PC1271 | Preliner | Video Link |
| PC783_PC782 | 6 | VCP | PC783 | PC782 | 8.3 | 5.5 | Cured-In-Place Pipe | 6.0 | 82.4 | 4 | PC1271 | Preliner | Video Link |
| PC796_PC809 | 8 | VCP | PC796 | PC809 | 8.9 | 9.1 | CIPP and Outside Drop | 6.0 | 358.0 | 4 | PC1271 | Preliner; Outside drop 2.9ft | Video Link |

# City of Griffin
# Potato Creek Basin Rehabilitation Project Phase I

| Lateral ID | Distance from MH (ft) | Clock Position | Lateral Repair Type | Pipe ID | USMH | DSMH | USMH Depth (ft) | DSMH Depth (ft) | Mainline Diameter (in) | Main Material | Direction of CCTV | Install Cleanout | Remove Intruding Lateral | Average Depth | Depth Range | Ground Cover | Basin | Map Page | Special Construction Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PC1132_PC1146_L53.9_DS@3 | 53.9 | 3 | CIPP | PC1132_PC1146 | PC1132 | PC1146 | 4.9 | 10.2 | 8 | VCP | Downstream | Yes | Yes | 7.6 | 6_12 | Asphalt | PC1271 | 2 | |
| PC1132_PC1146_L58.5_US@2 | 58.5 | 2 | CIPP | PC1132_PC1146 | PC1132 | PC1146 | 4.9 | 10.2 | 8 | VCP | Upstream | Yes | No | 7.6 | 6_12 | Asphalt | PC1271 | 2 | |
| PC1132_PC1146_L96_US@2 | 96.0 | 2 | CIPP | PC1132_PC1146 | PC1132 | PC1146 | 4.9 | 10.2 | 8 | VCP | Upstream | Yes | Yes | 7.6 | 6_12 | Asphalt | PC1271 | 2 | |
| PC1141_PC1149_L10.9_DS@3 | 10.9 | 3 | No Action, Do Not Reinstate | PC1141_PC1149 | PC1141 | PC1149 | 7.5 | 6.8 | 8 | VCP | Downstream | Yes | No | 7.1 | 6_12 | Asphalt | PC1271 | 2 | Contractor to verify connectivity with Owner |
| PC1141_PC1149_L107.1_DS@9 | 107.1 | 9 | CIPP Connection Only | PC1141_PC1149 | PC1141 | PC1149 | 7.5 | 6.8 | 8 | VCP | Downstream | No | No | 7.1 | 6_12 | Asphalt | PC1271 | 2 | |
| PC1141_PC1149_L145.4_DS@2 | 145.4 | 2 | Capped, Do Not Reinstate | PC1141_PC1149 | PC1141 | PC1149 | 7.5 | 6.8 | 8 | VCP | Downstream | No | No | 7.1 | 6_12 | Asphalt | PC1271 | 1 | |
| PC1141_PC1149_L148.3_DS@9 | 148.3 | 9 | Capped, Do Not Reinstate | PC1141_PC1149 | PC1141 | PC1149 | 7.5 | 6.8 | 8 | VCP | Downstream | No | No | 7.1 | 6_12 | Asphalt | PC1271 | 1 | |
| PC1141_PC1149_L184.4_DS@10 | 184.4 | 10 | Capped, Do Not Reinstate | PC1141_PC1149 | PC1141 | PC1149 | 7.5 | 6.8 | 8 | VCP | Downstream | No | No | 7.1 | 6_12 | Asphalt | PC1271 | 1 | |
| PC1141_PC1149_L197.6_DS@2 | 197.6 | 2 | Capped, Do Not Reinstate | PC1141_PC1149 | PC1141 | PC1149 | 7.5 | 6.8 | 8 | VCP | Downstream | No | No | 7.1 | 6_12 | Asphalt | PC1271 | 1 | |
| PC1141_PC1149_L47_DS@10 | 47.0 | 10 | Capped, Do Not Reinstate | PC1141_PC1149 | PC1141 | PC1149 | 7.5 | 6.8 | 8 | VCP | Downstream | No | No | 7.1 | 6_12 | Asphalt | PC1271 | 2 | |
| PC1141_PC1149_L49.6_DS@2 | 49.6 | 2 | Capped, Do Not Reinstate | PC1141_PC1149 | PC1141 | PC1149 | 7.5 | 6.8 | 8 | VCP | Downstream | No | No | 7.1 | 6_12 | Asphalt | PC1271 | 2 | |
| PC1141_PC1149_L96.5_DS@2 | 96.5 | 2 | Capped, Do Not Reinstate | PC1141_PC1149 | PC1141 | PC1149 | 7.5 | 6.8 | 8 | VCP | Downstream | No | No | 7.1 | 6_12 | Asphalt | PC1271 | 2 | |
| PC1141_PC1149_L99.1_DS@10 | 99.1 | 10 | Capped, Do Not Reinstate | PC1141_PC1149 | PC1141 | PC1149 | 7.5 | 6.8 | 8 | VCP | Downstream | No | No | 7.1 | 6_12 | Asphalt | PC1271 | 2 | |
| PC1174_PC1175_L122.7_DS@12 | 122.7 | 12 | No Action, Do Not Reinstate | PC1174_PC1175 | PC1174 | PC1175 | 11.4 | 10.9 | 8 | VCP | Downstream | Yes | No | 11.1 | 6_12 | Asphalt | PC1271 | 2 | Contractor to verify connectivity with Owner |
| PC1174_PC1175_L188.6_DS@9 | 188.6 | 9 | CIPP | PC1174_PC1175 | PC1175 | PC1175 | 10.9 | 10.9 | 8 | VCP | Downstream | Yes | Yes | 10.9 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1174_PC1175_L227.9_DS@12 | 227.9 | 12 | CIPP Connection Only | PC1174_PC1175 | PC1174 | PC1175 | 11.4 | 10.9 | 8 | VCP | Downstream | No | No | 11.1 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1174_PC1175_L55.5_DS@12 | 55.5 | 12 | CIPP | PC1174_PC1175 | PC1174 | PC1175 | 11.4 | 10.9 | 8 | VCP | Downstream | Yes | Yes | 11.1 | 6_12 | Asphalt | PC1271 | 2 | |
| PC1175_PC1241_L184.5_DS@2 | 184.5 | 2 | CIPP | PC1175_PC1241 | PC1175 | PC1241 | 10.9 | 18.2 | 12 | VCP | Downstream | Yes | Yes | 14.6 | 12_18 | Asphalt | PC1271 | 3 | Core and Brush Service Lateral Connection |
| PC1175_PC1241_L241.6_DS@12 | 241.6 | 12 | CIPP | PC1175_PC1241 | PC1175 | PC1241 | 10.9 | 18.2 | 12 | VCP | Downstream | Yes | Yes | 14.6 | 12_18 | Asphalt | PC1271 | 3 | Core and Brush, service undercut, will need fully cut out before lining |
| PC1175_PC1241_L341_DS@12 | 341.0 | 12 | CIPP Connection Only | PC1175_PC1241 | PC1175 | PC1241 | 10.9 | 18.2 | 12 | VCP | Downstream | Yes | No | 14.6 | 12_18 | Building or Structure | PC1271 | 3 | Core and Brush, service undercut, will need fully cut out before lining |
| PC1175_PC1241_L418.1_DS@12 | 418.1 | 12 | CIPP | PC1175_PC1241 | PC1175 | PC1241 | 10.9 | 18.2 | 12 | VCP | Downstream | Yes | No | 14.6 | 12_18 | Grass/Dirt | PC1271 | 3 | Core and Brush Service Lateral Connection |
| PC1180_PC1181_L124.4_DS@3 | 124.4 | 3 | CIPP | PC1180_PC1181 | PC1180 | PC1181 | 10.1 | 7.2 | 8 | VCP | Downstream | Yes | Yes | 8.6 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1180_PC1181_L154.2_DS@7 | 154.2 | 7 | CIPP | PC1180_PC1181 | PC1180 | PC1181 | 10.1 | 7.2 | 8 | VCP | Downstream | No | No | 8.6 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1180_PC1181_L190.6_DS@3 | 190.6 | 3 | CIPP | PC1180_PC1181 | PC1180 | PC1181 | 10.1 | 7.2 | 8 | VCP | Downstream | Yes | No | 8.6 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1180_PC1181_L238.2_DS@9 | 238.2 | 9 | CIPP | PC1180_PC1181 | PC1180 | PC1181 | 10.1 | 7.2 | 8 | VCP | Downstream | Yes | Yes | 8.6 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1180_PC1181_L239_DS@3 | 239.0 | 3 | CIPP | PC1180_PC1181 | PC1180 | PC1181 | 10.1 | 7.2 | 8 | VCP | Downstream | Yes | Yes | 8.6 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1180_PC1181_L94.5_DS@7 | 94.5 | 7 | CIPP | PC1180_PC1181 | PC1180 | PC1181 | 10.1 | 7.2 | 8 | VCP | Downstream | Yes | Yes | 8.6 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1181_PC1188_L118.3_DS@8 | 118.3 | 8 | CIPP | PC1181_PC1188 | PC1181 | PC1188 | 7.2 | 8.7 | 8 | CP | Downstream | Yes | Yes | 8.0 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1181_PC1188_L16_DS@1 | 16.0 | 1 | CIPP | PC1181_PC1188 | PC1181 | PC1188 | 7.2 | 8.7 | 8 | CP | Downstream | Yes | Yes | 8.0 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1181_PC1188_L47.1_DS@3 | 47.1 | 3 | CIPP | PC1181_PC1188 | PC1181 | PC1188 | 7.2 | 8.7 | 8 | CP | Downstream | Yes | No | 8.0 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1181_PC1188_L60.4_DS@8 | 60.4 | 8 | CIPP | PC1181_PC1188 | PC1181 | PC1188 | 7.2 | 8.7 | 8 | CP | Downstream | Yes | Yes | 8.0 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1181_PC1188_L97.7_DS@3 | 97.7 | 3 | CIPP | PC1181_PC1188 | PC1181 | PC1188 | 7.2 | 8.7 | 8 | CP | Downstream | Yes | Yes | 8.0 | 6_12 | Asphalt | PC1271 | 3 | |
| PC1188_PC1241_L20.8_DS@9 | 20.8 | 9 | CIPP | PC1188_PC1241 | PC1188 | PC1241 | 8.7 | 18.2 | 8 | VCP | Downstream | Yes | No | 13.5 | 12_18 | Asphalt | PC1271 | 3 | |
| PC1188_PC1241_L26.3_DS@2 | 26.3 | 2 | CIPP | PC1188_PC1241 | PC1188 | PC1241 | 8.7 | 18.2 | 8 | VCP | Downstream | Yes | No | 13.5 | 12_18 | Asphalt | PC1271 | 3 | |
| PC1236_PC6291_L110.5_DS@10 | 110.5 | 10 | Capped, Do Not Reinstate | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | No | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L120.9_DS@12 | 120.9 | 12 | CIPP | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | Yes | Yes | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L128.6_DS@3 | 128.6 | 3 | Capped, Do Not Reinstate | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | No | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L138.4_DS@9 | 138.4 | 9 | Capped, Do Not Reinstate | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | No | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L141.6_DS@2 | 141.6 | 2 | CIPP | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | Yes | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L144_DS@2 | 144.0 | 2 | CIPP | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | Yes | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L146.3_DS@12 | 146.3 | 12 | CIPP | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | Yes | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L148.2_DS@12 | 148.2 | 12 | CIPP | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | Yes | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L177.4_DS@2 | 177.4 | 2 | Capped, Do Not Reinstate | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | No | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L200.5_DS@9 | 200.5 | 9 | Capped, Do Not Reinstate | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | No | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L221.2_DS@12 | 221.2 | 12 | CIPP | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | Yes | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L226.5_DS@3 | 226.5 | 3 | Capped, Do Not Reinstate | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | No | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L250.1_DS@10 | 250.1 | 10 | Capped, Do Not Reinstate | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | No | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC1236_PC6291_L80_DS@2 | 80.0 | 2 | Capped, Do Not Reinstate | PC1236_PC6291 | PC1236 | PC6291 | 10.2 | 12.8 | 8 | VCP | Downstream | No | No | 12.8 | 12_18 | Asphalt | PC1271 | 1 | |
| PC2059_PC6363_L124.2_US@9 | 124.2 | 9 | CIPP | PC2059_PC6363 | PC2059 | PC6363 | 6.2 | 9.9 | 8 | VCP | Upstream | Yes | No | 8.1 | 6_12 | Asphalt | PC1788 | 10 | |
| PC2059_PC6363_L145.9_DS@3 | 145.9 | 3 | Capped, Do Not Reinstate | PC2059_PC6363 | PC2059 | PC6363 | 6.2 | 9.9 | 8 | VCP | Downstream | No | No | 8.1 | 6_12 | Asphalt | PC1788 | 10 | |
| PC2059_PC6363_L151.5_DS@10 | 151.5 | 10 | CIPP | PC2059_PC6363 | PC2059 | PC6363 | 6.2 | 9.9 | 8 | VCP | Downstream | Yes | No | 8.1 | 6_12 | Grass/Dirt | PC1788 | 10 | |
| PC2059_PC6363_L194.1_DS@3 | 194.1 | 3 | CIPP | PC2059_PC6363 | PC2059 | PC6363 | 6.2 | 9.9 | 8 | VCP | Downstream | Yes | No | 8.1 | 6_12 | Asphalt | PC1788 | 10 | |
| PC2059_PC6363_L244.3_DS@3 | 244.3 | 3 | Capped, Do Not Reinstate | PC2059_PC6363 | PC2059 | PC6363 | 6.2 | 9.9 | 8 | VCP | Downstream | No | No | 8.1 | 6_12 | Asphalt | PC1788 | 10 | |
| PC2059_PC6363_L245_DS@9 | 245.0 | 9 | CIPP | PC2059_PC6363 | PC2059 | PC6363 | 6.2 | 9.9 | 8 | VCP | Downstream | Yes | No | 8.1 | 6_12 | Grass/Dirt | PC1788 | 10 | |
| PC2059_PC6363_L347.3_DS@3 | 347.3 | 3 | CIPP | PC2059_PC6363 | PC2059 | PC6363 | 6.2 | 9.9 | 8 | VCP | Downstream | Yes | No | 8.1 | 6_12 | Asphalt | PC1788 | 10 | |
| PC2059_PC6363_L47.8_DS@3 | 47.8 | 3 | CIPP | PC2059_PC6363 | PC2059 | PC6363 | 6.2 | 9.9 | 8 | VCP | Downstream | Yes | No | 8.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC2059_PC6363_L6.9_DS@3 | 6.9 | 3 | CIPP Connection Only | PC2059_PC6363 | PC2059 | PC6363 | 6.2 | 9.9 | 8 | VCP | Downstream | No | No | 8.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6287_PC1132_L194.8_US@2 | 194.8 | 2 | CIPP | PC6287_PC1132 | PC6287 | PC1132 | 4.2 | 4.9 | 8 | VCP | Upstream | Yes | No | 4.9 | 0_6 | Asphalt | PC1271 | 2 | |
| PC6320_PC6321_L152.7_DS@2 | 152.7 | 2 | Capped, Do Not Reinstate | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | No | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L157.5_DS@10 | 157.5 | 10 | Capped, Do Not Reinstate | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | No | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L17.5_DS@3 | 17.5 | 3 | Capped, Do Not Reinstate | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | No | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L180_DS@9 | 180.0 | 9 | CIPP | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | Yes | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L198.1_DS@3 | 198.1 | 3 | CIPP | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | Yes | Yes | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L222.4_DS@2 | 222.4 | 2 | Capped, Do Not Reinstate | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | No | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L254.7_DS@10 | 254.7 | 10 | Capped, Do Not Reinstate | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | No | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L264.9_DS@9 | 264.0 | 9 | CIPP | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | Yes | Yes | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L275.6_DS@9 | 275.0 | 9 | CIPP | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | Yes | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L295.3_DS@2 | 295.3 | 2 | CIPP | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | Yes | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L304.4_DS@2 | 304.4 | 2 | CIPP | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | Yes | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L52.8_DS@9 | 52.8 | 9 | Capped, Do Not Reinstate | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | No | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L66.1_DS@10 | 66.1 | 10 | CIPP | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | Yes | Yes | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L7.8_DS@9 | 7.8 | 9 | Capped, Do Not Reinstate | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | <Null> | Downstream | No | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6320_PC6321_L70.4_DS@3 | 70.4 | 3 | Capped, Do Not Reinstate | PC6320_PC6321 | PC6320 | PC6321 | 5.0 | 4.4 | 8 | VCP | Downstream | No | No | 4.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L112.9_US@2 | 112.9 | 2 | Capped, Do Not Reinstate | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | No | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L145.4_US@11 | 145.4 | 11 | CIPP | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | Yes | Yes | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L15.3_US@3 | 15.3 | 3 | CIPP | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | Yes | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L158.3_US@10 | 158.3 | 10 | Capped, Do Not Reinstate | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | No | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L161.3_US@1 | 161.3 | 1 | CIPP | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | Yes | Yes | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L175.7_US@10 | 175.7 | 10 | CIPP | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | Yes | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L175.7_US@2 | 175.7 | 2 | Capped, Do Not Reinstate | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | No | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L191.2_US@2 | 191.2 | 2 | CIPP | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | Yes | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L233_US@9 | 233.0 | 9 | Capped, Do Not Reinstate | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | No | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L25.3_US@9 | 25.3 | 9 | CIPP | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | Yes | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L250.6_US@3 | 250.6 | 3 | Capped, Do Not Reinstate | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | No | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L31.4_US@2 | 31.4 | 2 | Capped, Do Not Reinstate | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | No | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L56_US@2 | 56.0 | 2 | CIPP | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | Yes | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L62.8_US@10 | 62.8 | 10 | Capped, Do Not Reinstate | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | No | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6321_PC6322_L90.5_US@10 | 90.5 | 10 | Capped, Do Not Reinstate | PC6321_PC6322 | PC6321 | PC6322 | 4.4 | 5.7 | 8 | VCP | Upstream | No | No | 5.1 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6322_PC6323_L102.2_DS@10 | 102.2 | 10 | Capped, Do Not Reinstate | PC6322_PC6323 | PC6322 | PC6323 | 5.7 | 5.8 | 8 | VCP | Downstream | No | No | 5.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6322_PC6323_L110.2_DS@12 | 110.2 | 12 | CIPP | PC6322_PC6323 | PC6322 | PC6323 | 5.7 | 5.8 | 8 | VCP | Downstream | Yes | No | 5.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6322_PC6323_L144.8_DS@3 | 144.8 | 3 | Capped, Do Not Reinstate | PC6322_PC6323 | PC6322 | PC6323 | 5.7 | 5.8 | 8 | VCP | Downstream | No | No | 5.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6322_PC6323_L184.8_DS@10 | 184.8 | 10 | Capped, Do Not Reinstate | PC6322_PC6323 | PC6322 | PC6323 | 5.7 | 5.8 | 8 | VCP | Downstream | No | No | 5.7 | 0_6 | Asphalt | PC1788 | 8 | |
| PC6322_PC6323_L207.8_DS@2 | 207.8 | 2 | CIPP | PC6322_PC6323 | PC6322 | PC6323 | 5.7 | 5.8 | 8 | VCP | Downstream | Yes | Yes | 5.7 | 0_6 | Asphalt | PC1788 | 8 | |
| PC6322_PC6323_L252.4_DS@2 | 252.4 | 2 | Capped, Do Not Reinstate | PC6322_PC6323 | PC6322 | PC6323 | 5.7 | 5.8 | 8 | VCP | Downstream | No | No | 5.7 | 0_6 | Asphalt | PC1788 | 8 | |
| PC6322_PC6323_L3_DS@3 | 3.0 | 3 | CIPP | PC6322_PC6323 | PC6322 | PC6323 | 5.7 | 5.8 | 8 | VCP | Downstream | Yes | No | 5.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6322_PC6323_L34.8_DS@2 | 34.8 | 2 | Capped, Do Not Reinstate | PC6322_PC6323 | PC6322 | PC6323 | 5.7 | 5.8 | 8 | VCP | Downstream | No | No | 5.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6322_PC6323_L65.2_DS@3 | 65.2 | 3 | Capped, Do Not Reinstate | PC6322_PC6323 | PC6322 | PC6323 | 5.7 | 5.8 | 8 | VCP | Downstream | No | No | 5.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6322_PC6323_L9.9_DS@10 | 9.9 | 10 | Capped, Do Not Reinstate | PC6322_PC6323 | PC6322 | PC6323 | 5.7 | 5.8 | 8 | VCP | Downstream | No | No | 5.7 | 0_6 | Asphalt | PC1788 | 7 | |
| PC6323_PC6326_L11_US@3 | 11.0 | 3 | Capped, Do Not Reinstate | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L119.1_US@2 | 119.1 | 2 | Capped, Do Not Reinstate | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L161.5_US@10 | 161.5 | 10 | Capped, Do Not Reinstate | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L165.7_US@3 | 165.7 | 3 | CIPP | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | Yes | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L173_US@10 | 173.0 | 10 | CIPP | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | Yes | Yes | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L191.1_US@2 | 191.1 | 2 | Capped, Do Not Reinstate | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L221.2_US@10 | 221.2 | 10 | Capped, Do Not Reinstate | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L257.3_US@10 | 257.3 | 10 | CIPP | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | Yes | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L35.8_US@9 | 35.8 | 9 | Capped, Do Not Reinstate | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L36.2_US@3 | 36.2 | 3 | CIPP | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | Yes | Yes | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L50.9_DS@3 | 50.9 | 3 | Capped, Do Not Reinstate | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L52.6_US@9 | 52.6 | 9 | CIPP | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | Yes | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L65.1_US@2 | 65.1 | 2 | Capped, Do Not Reinstate | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L75.4_DS@10 | 75.4 | 10 | CIPP | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Downstream | Yes | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L85.9_US@3 | 85.9 | 3 | CIPP | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | Yes | Yes | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6323_PC6326_L91.8_US@10 | 91.8 | 10 | Capped, Do Not Reinstate | PC6323_PC6326 | PC6323 | PC6326 | 5.8 | 6.5 | 8 | VCP | Upstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6326_PC6328_L114.4_DS@2 | 114.4 | 2 | CIPP | PC6326_PC6328 | PC6326 | PC6328 | 6.5 | 6.7 | 8 | VCP | Downstream | Yes | Yes | 6.6 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6326_PC6328_L127.9_DS@9 | 127.9 | 9 | CIPP | PC6326_PC6328 | PC6326 | PC6328 | 6.5 | 6.7 | 8 | VCP | Downstream | Yes | No | 6.6 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6326_PC6328_L150.1_DS@9 | 150.1 | 9 | Capped, Do Not Reinstate | PC6326_PC6328 | PC6326 | PC6328 | 6.5 | 6.7 | 8 | VCP | Downstream | No | No | 6.6 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6326_PC6328_L153_DS@2 | 153.0 | 2 | Capped, Do Not Reinstate | PC6326_PC6328 | PC6326 | PC6328 | 6.5 | 6.7 | 8 | VCP | Downstream | No | No | 6.6 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6326_PC6328_L237_DS@10 | 237.0 | 10 | Capped, Do Not Reinstate | PC6326_PC6328 | PC6326 | PC6328 | 6.5 | 6.7 | 8 | VCP | Downstream | No | No | 6.6 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6326_PC6328_L239.5_DS@2 | 239.5 | 2 | Capped, Do Not Reinstate | PC6326_PC6328 | PC6326 | PC6328 | 6.5 | 6.7 | 8 | VCP | Downstream | No | No | 6.6 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6326_PC6328_L292.4_DS@10 | 292.4 | 10 | CIPP | PC6326_PC6328 | PC6326 | PC6328 | 6.5 | 6.7 | 8 | VCP | Downstream | Yes | No | 6.6 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6326_PC6328_L293.3_DS@3 | 293.3 | 3 | CIPP | PC6326_PC6328 | PC6326 | PC6328 | 6.5 | 6.7 | 8 | VCP | Downstream | Yes | Yes | 6.6 | 6_12 | Asphalt | PC1788 | 8 | |

# City of Griffin
## Potato Creek Basin Rehabilitation Project Phase I

| Lateral ID | Distance from MH (ft) | Clock Position | Lateral Repair Type | Pipe ID | USMH | DSMH | USMH Depth (ft) | DSMH Depth (ft) | Mainline Diameter (in) | Main Material | Direction of CCTV | Install Cleanout | Remove Intruding Lateral | Average Depth | Depth Range | Ground Cover | Basin | Map Page | Special Construction Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PC6326_PC6328_L77.3_DS@3 | 77.3 | 3 | CIPP | PC6326_PC6328 | PC6326 | PC6328 | 6.5 | 6.7 | 8 | VCP | Downstream | Yes | No | 6.6 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6328_PC6329_L145.8_DS@2 | 145.8 | 2 | CIPP | PC6328_PC6329 | PC6328 | PC6329 | 6.7 | 6.4 | 8 | VCP | Downstream | Yes | Yes | 6.5 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6328_PC6329_L153.1_DS@3 | 153.1 | 3 | CIPP | PC6328_PC6329 | PC6328 | PC6329 | 6.7 | 6.4 | 8 | VCP | Downstream | Yes | No | 6.5 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6328_PC6329_L162.7_DS@9 | 162.7 | 9 | CIPP | PC6328_PC6329 | PC6328 | PC6329 | 6.7 | 6.4 | 8 | VCP | Downstream | Yes | No | 6.5 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6328_PC6329_L235.1_DS@10 | 235.1 | 10 | CIPP | PC6328_PC6329 | PC6328 | PC6329 | 6.7 | 6.4 | 8 | VCP | Downstream | Yes | Yes | 6.5 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6328_PC6329_L364_DS@2 | 364.0 | 2 | CIPP | PC6328_PC6329 | PC6328 | PC6329 | 6.7 | 6.4 | 8 | VCP | Downstream | Yes | No | 6.5 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6328_PC6329_L397_DS@10 | 397.0 | 10 | CIPP | PC6328_PC6329 | PC6328 | PC6329 | 6.7 | 6.4 | 8 | VCP | Downstream | Yes | No | 6.5 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6328_PC6329_L518_DS@3 | 518.0 | 3 | CIPP | PC6328_PC6329 | PC6328 | PC6329 | 6.7 | 6.4 | 8 | VCP | Downstream | Yes | Yes | 6.5 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6328_PC6329_L521.2_DS@10 | 521.2 | 10 | CIPP | PC6328_PC6329 | PC6328 | PC6329 | 6.7 | 6.4 | 8 | VCP | Downstream | Yes | No | 6.5 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6328_PC6329_L70.9_DS@9 | 70.9 | 9 | CIPP | PC6328_PC6329 | PC6328 | PC6329 | 6.7 | 6.4 | 8 | VCP | Downstream | Yes | No | 6.5 | 6_12 | Asphalt | PC1788 | 8 | |
| PC6329_PC6331_L111_DS@2 | 111.0 | 2 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L113.4_DS@10 | 113.4 | 10 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L16.2_DS@2 | 16.2 | 2 | CIPP | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | Yes | Yes | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L161.7_DS@2 | 161.7 | 2 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L164.1_DS@10 | 164.1 | 10 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L189.8_DS@10 | 189.8 | 10 | CIPP | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | Yes | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L212.8_DS@10 | 212.8 | 10 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L215.4_DS@2 | 215.4 | 2 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L230.5_DS@2 | 230.5 | 2 | CIPP | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | Yes | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L264_DS@3 | 264.0 | 3 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L266.2_DS@9 | 266.2 | 9 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L294.6_DS@10 | 294.6 | 10 | CIPP | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | Yes | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L312.5_DS@2 | 312.5 | 2 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L314.6_DS@9 | 314.6 | 9 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L331_DS@2 | 331.0 | 2 | CIPP | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | Yes | Yes | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L363.3_DS@2 | 363.3 | 2 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L365.5_DS@10 | 365.5 | 10 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L415_DS@3 | 415.0 | 3 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L416.7_DS@9 | 416.7 | 9 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L435.5_DS@3 | 435.5 | 3 | CIPP | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | Yes | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L465_DS@9 | 465.0 | 9 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L467.5_DS@2 | 467.5 | 2 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L515_DS@3 | 515.0 | 3 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L517.5_DS@10 | 517.5 | 10 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L60.6_DS@10 | 60.6 | 10 | CIPP | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | Yes | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L62.3_DS@2 | 62.3 | 2 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L64.6_DS@10 | 64.6 | 10 | Capped, Do Not Reinstate | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | No | No | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6329_PC6331_L98.7_DS@2 | 98.7 | 2 | CIPP | PC6329_PC6331 | PC6329 | PC6331 | 6.4 | 5.9 | 8 | VCP | Downstream | Yes | Yes | 6.1 | 6_12 | Asphalt | PC1788 | 9 | |
| PC6365_PC6364_L119.4_DS@9 | 119.4 | 9 | CIPP | PC6365_PC6364 | PC6365 | PC6364 | 6.6 | 8.5 | 6 | VCP | Downstream | Yes | No | 7.6 | 6_12 | Grass/Dirt | PC1788 | 10 | |
| PC743_PC6398_L63.4_DS@3 | 63.4 | 3 | CIPP | PC743_PC6398 | PC743 | PC6398 | 3.6 | 5.3 | 8 | VCP | Downstream | Yes | No | 4.4 | 0_6 | Asphalt | PC1271 | 5 | |
| PC783_PC782_L51.1_DS@12 | 51.1 | 12 | CIPP | PC783_PC782 | PC783 | PC782 | 8.3 | 5.5 | 6 | VCP | Downstream | Yes | No | 6.9 | 6_12 | Asphalt | PC1271 | 4 | |
| PC796_PC809_L145.1_DS@3 | 145.1 | 3 | CIPP | PC796_PC809 | PC796 | PC809 | 8.9 | 9.1 | 8 | VCP | Downstream | Yes | Yes | 9.0 | 6_12 | Asphalt | PC1271 | 4 | |
| PC796_PC809_L151.1_DS@9 | 151.1 | 9 | CIPP | PC796_PC809 | PC796 | PC809 | 8.9 | 9.1 | 8 | VCP | Downstream | Yes | Yes | 9.0 | 6_12 | Asphalt | PC1271 | 4 | |
| PC796_PC809_L202.2_DS@9 | 202.2 | 9 | CIPP | PC796_PC809 | PC796 | PC809 | 8.9 | 9.1 | 8 | VCP | Downstream | Yes | No | 9.0 | 6_12 | Asphalt | PC1271 | 4 | |
| PC796_PC809_L220.2_DS@3 | 220.2 | 3 | CIPP | PC796_PC809 | PC796 | PC809 | 8.9 | 9.1 | 8 | VCP | Downstream | Yes | No | 9.0 | 6_12 | Asphalt | PC1271 | 4 | |
| PC796_PC809_L277.6_DS@3 | 277.6 | 3 | CIPP | PC796_PC809 | PC796 | PC809 | 8.9 | 9.1 | 8 | VCP | Downstream | Yes | No | 9.0 | 6_12 | Asphalt | PC1271 | 4 | |
| PC796_PC809_L296.4_DS@9 | 296.4 | 9 | CIPP | PC796_PC809 | PC796 | PC809 | 8.9 | 9.1 | 8 | VCP | Downstream | Yes | No | 9.0 | 6_12 | Asphalt | PC1271 | 4 | |
| PC796_PC809_L5_DS@10 | 5.0 | 10 | CIPP | PC796_PC809 | PC796 | PC809 | 8.9 | 9.1 | 8 | VCP | Downstream | Yes | No | 9.0 | 6_12 | Asphalt | PC1271 | 4 | |
| PC796_PC809_L52.2_DS@10 | 52.2 | 10 | CIPP | PC796_PC809 | PC796 | PC809 | 8.9 | 9.1 | 8 | VCP | Downstream | Yes | No | 9.0 | 6_12 | Asphalt | PC1271 | 4 | |
| PC796_PC809_L80.5_DS@3 | 80.5 | 3 | CIPP | PC796_PC809 | PC796 | PC809 | 8.9 | 9.1 | 8 | VCP | Downstream | Yes | Yes | 9.0 | 6_12 | Asphalt | PC1271 | 4 | |
| PC796_PC809_L84.9_DS@10 | 84.9 | 10 | CIPP | PC796_PC809 | PC796 | PC809 | 8.9 | 9.1 | 8 | VCP | Downstream | Yes | No | 9.0 | 6_12 | Asphalt | PC1271 | 4 | |
| SVC_PC1174_L0_DS@4 | 0.0 | 4 | CIPP | SVC_PC1147 | SVC | PC1147 | N/A | 7.3 | N/A | N/A | Downstream | Yes | No | 7.3 | 6_12 | Asphalt | PC1271 | 2 | |
| SVC_PC6365_L0_DS@3 | 0.0 | 3 | No Action | SVC_PC6365 | SVC | PC6365 | N/A | 6.6 | N/A | N/A | Downstream | No | No | 6.6 | 6_12 | Grass/Dirt | PC1788 | 10 | Contractor to verify connectivity with Owner |
| SVC_PC718_L0_DS@7 | 0.0 | 7 | CIPP | SVC_PC718 | SVC | PC718 | N/A | 8.5 | N/A | N/A | Downstream | Yes | No | 8.5 | 6_12 | Grass/Dirt | PC1271 | 6 | |
| SVC_PC783_L0_DS@9 | 0.0 | 9 | CIPP | SVC_PC783 | SVC | PC783 | N/A | 8.3 | N/A | N/A | Downstream | Yes | No | 8.3 | 6_12 | Asphalt | PC1271 | 4 | |

City of Griffin

Potato Creek Basin Rehabilitation Project Phase I

| Manhole ID | Depth (ft) | Diameter (in) | Material | Surface Repair Type | Subsurface Repair Type | Map Page | Basin | Special Construction Notes | Manhole Report Link |
|---|---|---|---|---|---|---|---|---|---|
| PC1132 | 4.9 | 48 | Brick with Cementitious Liner | No Rehab Needed | Lining - Full | 2 | PC1271 | | Manhole Report |
| PC1141 | 7.5 | 48 | Brick with Cementitious Liner | Replace Frame and Cover | Lining - Full | 2 | PC1271 | | Manhole Report |
| PC1146 | 10.2 | 48 | Brick | No Rehab Needed | Lining - Full | 2 | PC1271 | | Manhole Report |
| PC1149 | 6.8 | 48 | Brick with Cementitious Liner | No Rehab Needed | Lining - Full | 1 | PC1271 | | Manhole Report |
| PC1163 | 13.7 | 48 | Brick | Realign and Seal Frame and Cover | Lining - Full and Repair Bench and Invert | 2 | PC1271 | | Manhole Report |
| PC1174 | 11.4 | 48 | Brick | No Rehab Needed | Lining - Full | 2 | PC1271 | | Manhole Report |
| PC1175 | 10.9 | 48 | Brick | No Rehab Needed | Lining - Full and Grout Connections | 3 | PC1271 | | Manhole Report |
| PC1180 | 10.1 | 48 | Brick | No Rehab Needed | Lining - Full | 3 | PC1271 | | Manhole Report |
| PC1181 | 7.2 | 48 | Brick | No Rehab Needed | Lining - Full | 3 | PC1271 | | Manhole Report |
| PC1188 | 8.7 | 48 | Brick | No Rehab Needed | Lining - Full | 3 | PC1271 | | Manhole Report |
| PC1236 | 10.2 | 48 | Brick with Cementitious Liner | No Rehab Needed | Lining - Full | 1 | PC1271 | Approximate Depth | No Report |
| PC1241 | 18.2 | 48 | Brick | Realign and Seal Frame and Cover | Lining - Full | 3 | PC1271 | | Manhole Report |
| PC2059 | 6.2 | 48 | Brick | No Rehab Needed | Lining - Full | 9 | PC1788 | | Manhole Report |
| PC6287 | 4.2 | 48 | Brick | Raise to Grade | Lining - Full | 2 | PC1271 | Approximate Depth | No Report |
| PC6320 | 5.0 | 48 | Brick | Raise to Grade | Lining - Full | 7 | PC1788 | | Manhole Report |
| PC6321 | 4.4 | 48 | Brick | Raise to Grade | Lining - Full | 7 | PC1788 | | Manhole Report |
| PC6322 | 5.7 | 48 | Brick | Raise to Grade | Lining - Full | 7 | PC1788 | | Manhole Report |
| PC6323 | 5.8 | 48 | Brick | Raise to Grade | Lining - Full | 8 | PC1788 | | Manhole Report |
| PC6326 | 6.5 | 48 | Brick | Raise to Grade | Lining - Full | 8 | PC1788 | | Manhole Report |
| PC6328 | 6.7 | 48 | Brick | Raise to Grade | Lining - Full | 8 | PC1788 | | Manhole Report |
| PC6329 | 6.4 | 48 | Brick | Raise to Grade | Lining - Full | 9 | PC1788 | | Manhole Report |
| PC6331 | 5.9 | 48 | Brick with Cementitious Liner | Raise to Grade | Lining - Full | 9 | PC1788 | | Manhole Report |
| PC6363 | 9.9 | 48 | Brick | Replace Frame and Cover | Lining - Full | 10 | PC1788 | | Manhole Report |
| PC6364 | 8.5 | 48 | Brick | No Rehab Needed | Lining - Full | 10 | PC1788 | | Manhole Report |
| PC6365 | 6.6 | 48 | Brick | Raise to Grade | Lining - Full | 10 | PC1788 | | Manhole Report |
| PC6398 | 5.3 | 48 | Brick | Raise to Grade | Lining - Full | 5 | PC1271 | | Manhole Report |
| PC715 | 11.8 | 48 | Brick | No Rehab Needed | Lining - Full | 6 | PC1271 | | Manhole Report |
| PC718 | 8.5 | 48 | Brick | No Rehab Needed | Lining - Full | 6 | PC1271 | | Manhole Report |
| PC743 | 3.6 | 48 | Brick | No Rehab Needed | Lining - Full | 5 | PC1271 | | Manhole Report |
| PC782 | 5.5 | 48 | Brick | Raise to Grade | Lining - Full | 4 | PC1271 | | Manhole Report |
| PC783 | 8.3 | 48 | Brick | Raise to Grade | Lining - Full | 4 | PC1271 | | Manhole Report |
| PC796 | 8.9 | 48 | Brick | Raise to Grade | Lining - Full | 4 | PC1271 | | Manhole Report |
| PC809 | 9.1 | 48 | Brick | No Rehab Needed | Lining - Full and Repair Bench and Invert | 4 | PC1271 | | Manhole Report |

CITY OF GRIFFIN
POTATO CREEK SEWER REHABILITATION
BID # 27-004

FROM: LJA ENGINEERING, INC.
350 AIRPORT ROAD
GRIFFIN, GA 30224

TO: ALL BIDDERS OF RECORD

RE: Addendum No. 1, dated October 2, 2026

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated September 2026.

This Addendum consists of eight (8) pages and a revised Warranties Section consisting of three (3) pages.

Add. 1.1 *Contractor Question:* Are you requiring Frame Seals (chimney seals) for this project? It is in the specifications, but there is usually a line item for Frame Seals as part of the bid items.

*Response:* No chimney seals are called for this project.

Add. 1.2 *Contractor Question:* Are we required to bid Alternate A and B or are these optional?

*Response:* Yes, both alternates must have bid amounts for the bid to be considered responsive. Any bid submitted without a bid value in an Alternate will be considered non-responsive and will be rejected.

Add. 1.3 *Contractor Question:* Specifically, will the City of Griffin and LJA Engineering accept the use of **Ultraviolet (UV) light-cured fiberglass CIPP liners** as an approved equal installation methodology for the gravity sewer mains, alongside traditional thermal (steam or hot water) inversion methods?

Our proposed UV-CIPP system complies fully with ASTM F2019 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion or Pull-in-Place of a Glass-Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe) and meets or exceeds all physical, structural, and chemical resistance testing benchmarks typical of municipal installations.

*Response:* No.

Add. 1.4 *Contractor Question:* Will the Owner/Engineer please share the budget for the project?

*Response:* There is no budget to provide.

Add. 1.5 *Contractor Question:* If over budget, will the Owner remove scope and/or negotiate with the ALB to award? Or will the project be rebid at a later date?

*Response:* The project will not be rebid, the Owner will evaluate the bids and enter into a contract with the bidder submitting the best value.

Add. 1.6 *Contractor Question:* Will the Owner/Engineer please provide any previous itemized bid tabulations for projects of similar scope?

*Response:* No.

Add. 1.7 *Contractor Question:* Will the Owner/Engineer please confirm the anticipated NTP date for this project?

*Response:* Anticipated NTP date is Tuesday, November 10, 2026.

Add. 1.8 *Contractor Question:* Will the Owner/Engineer provide a disposal site for pipe cleaning debris at no cost to the Contractor?

*Response:* Yes, the Shoal Creek Waster Pollution Control Plant shall be used for disposal of cleaning debris at no cost to the Contractor.

Add. 1.9 *Contractor Question:* Will the Owner provide water via local hydrants for cleaning and lining operations at no cost to the contractor?

*Response:* The Contractor shall pay a deposit $1,000 ($100 non-refundable) for a meter to be used for cleaning and lining operations, water usage will be charged to the contractor at the rate of $9.29/ 1000 gallons.

Add. 1.10 *Contractor Question:* If water cost is on the contractor, can the Owner/Engineer please confirm the cost per gallon?

*Response:* $9.29/ 1000 gallons.

Add. 1.11 *Contractor Question:* Can we use an AFAD (rented automated flagger system) in lieu of manual flaggers, or is manual flagging required?

*Response:* Yes.

Add. 1.12 *Contractor Question:* Section 2.05 requires LMK Insignia End Seals at "all manhole penetrations", while Section 3.10.B specifies a Hydrotite SS-0215 waterstop seal specifically for lined-through manholes. For lined-through manholes, is the Hydrotite seal used in place of the LMK end seal, or are both required at that location?

*Response:* LMK end seals are required for all pipe terminations at manholes. The hydrotite seals are for the bench and trough for lined through manholes. None of these will be installed in this project.

Add. 1.13 *Contractor Question:* CIPP Spec Section 1.01.B.2 states water curing is the primary/required method, with steam curing allowed only case-by-case with written Engineer pre-approval after the Contractor submits documentation.

A. Can the Owner/Engineer please confirm all bidders should be submitting a price with water cure installations only?

*Response:* Bid prices shall be based on water cure installation.

B. Are there any segments on this project where steam curing is already anticipated or pre-approved (e.g., due to access, flow bypass constraints, or other site conditions)?

*Response:* No.

Add. 1.14 *Contractor Question:* CIPP Spec Section states regular working hours are defined in the Supplementary Conditions, but no specific hours or days are stated there.

A. Can the Owner/Engineer confirm the defined regular working hours (start/end time)?

*Response:* Regular working hours are 8:00am – 5:00pm EST.

B. Is Saturday work allowed?

*Response:* Yes, with 72-hour prior notice to Engineer and Owner and approval by Engineer and Owner.

Add. 1.15 *Contractor Question:* Can the Owner please confirm whether stamped traffic control plans are required for this project?

*Response:* Yes, all work performed in GDOT Right-of-Way shall meet GDOT traffic control plan requirements.

Add. 1.16 *Contractor Question:* Will the Owner please confirm Contractor workday or hour restrictions for this project?

*Response:* Regular working hours are Monday thru Friday from 8:00am – 5:00pm EST. Saturday work is allowed with 72-hour prior notice to Engineer and Owner and approval by Engineer and Owner.

Add. 1.17 *Contractor Question:* Would the Owner approve MTC as an approved pre-liner CIPP (Cured-In-Place Pipe) material for this project?

*Response:* No.

Add. 1.18 *Contractor Question:* Would the Owner consider approving Sherwin-Williams Duraplate 6100 as an acceptable alternate to Spraywall, Spectrashield, Raven 405 and OBIC for the specified subsurface manhole rehabilitation system?

*Response:* No.

Add. 1.19 *Contractor Question:* Section 330130.72 states that regular working hours are identified in the Supplementary Conditions; however, specific regular working hours do not appear to be clearly defined. Can the Owner please confirm allowable workdays and regular working hours for the project?

*Response:* Regular working hours are Monday thru Friday from 8:00am – 5:00pm EST. Saturday work is allowed with 72-hour prior notice to Engineer and Owner and approval by Engineer and Owner.

Add. 1.20 *Contractor Question:* Are there any known force mains that discharge directly into any of the manholes included in the base or alternate bid scopes?

*Response:* No.

Add. 1.21 *Contractor Question:* Is there any flow data that can be provided to allow accurate pricing for bypass?

*Response:* No.

Add. 1.22 *Contractor Question:* Would the Owner consider adding a bypass pumping line item?

*Response:* No.

Add. 1.23 *Contractor Question:* Can the Owner please clarify whether the bid bond should be based on the Base Bid only or the Base Bid plus Alternate(s)?

*Response:* Should be based on Base Bid Plus Highest Priced Alternate – largest total bid amount.

Add. 1.24 *Contractor Question:* Can the Owner/Engineer confirm the anticipated award structure for the Alternates? Specifically, should bidders assume the contract will be Base Bid only, or Base Bid plus one of the two lateral alternates (whichever of LMK/BLD comes in lower), contingent on funding?

*Response:* The contract will be awarded to the responsive, responsible Bidder submitting the lowest Base Bid complying with the conditions of the Contract Documents and which alternate provides the best value to the Owner. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Alternate costs will be reviewed when evaluating balanced bids. Bids submitted without costs for ALL alternatives will be considered unresponsive.

Add. 1.25 *Contractor Question:* Can the Owner please clarify the approved CIPP manufactures for the project? We did not see an approved manufactures list included in the specifications.

*Response:* There is no list of approved CIPP manufacturers for this project. Note the specific minimum requirements for the product AND Contractor/Installer Experience with the specific product as noted in Specification Sections 330130.71 and 330130.74.

Add. 1.26 *Contractor Question:* Can the Owner please clarify where the point repairs are identified within the bid scope or are the quantities listed on the bid form used to establish pricing?

*Response:* Point repair quantities are listed to establish pricing in case any are needed after pre-CCTV inspection.

Add. 1.27 *Contractor Question:* Will the Owner please provide the budget for the project?

*Response:* The Owner has not released a budget for the project.

Add. 1.28 *Contractor Question:* Section (Warranty Requirement) requires the Contractor to warrant all work and materials for a period of five (5) years following final acceptance. Would the Owner consider revising this requirement to a two (2) year warranty period, which is more consistent with standard industry practice for municipal rehabilitation projects?

*Response:* Warranty for work and materials will be for two (2) years from the date of OWNER's written final acceptance of the Project; in addition, the warranty for CIPP (Cured-in-Place Pipe) will remain at five (5) years and manhole liners will remain at ten (10) years. Please refer to the revised Warranties section attached to this Addendum.

Add. 1.29 *Contractor Question:* Do we need to include the subcontractor and the superintendent references/qualifications at the time of the bid opening or only if requested by owner?

*Response:* Yes, include with bid form.

Add. 1.30 *Contractor Question:* The bid tabulation groups items by diameter and scope of work into separate subtotals. Does the Owner/Engineer intend to award only select sections within the Base Bid, or should Contractors assume all Base Bid items will be awarded (excluding allowance items and scope directed by the Engineer)?

*Response:* The entire project will be awarded.

Add. 1.31 *Contractor Question:* Are all bidders required to submit pricing on every item within both the Base Bid and Alternate Bids?

*Response:* Yes.

Add. 1.32 *Contractor Question:* For the lateral lining alternates, are bidders required to submit pricing for both Alternate A (LMK) and Alternate (BLD), or may a bidder submit pricing for only one system?

*Response:* Yes – leaving one Alternate blank will be considered a non-responsive bid and will be grounds for rejecting the bid.

Add. 1.33 *Contractor Question:* Would the Owner/Engineer consider adding a separate bid item for standard (light) pre-rehab CCTV and cleaning, by diameter? This would give the Owner clearer cost visibility and easier bid comparison, separate from lining costs.

*Response:* No. These lines were cleaned and inspected within the last 3 years.

Add. 1.34 *Contractor Question:* Are there any DBE or MBE requirements?

*Response:* No.

Add. 1.35 *Contractor Question:* Are there any fees associated with disposing of sewer debris at the local WWTP?

*Response:* No, the Shoal Creek Waster Pollution Control Plant shall be used for disposal of cleaning debris at no cost to the Contractor.

Add. 1.36 *Contractor Question:* The CIPP specification states that "Pressurized air may be used in the place of a hydrostatic water column but only on a pre-approved basis by the ENGINEER". Will air inversion be generally acceptable for most segments or will water inversion be the primary installation method accepted?

*Response:* Water inversion will be the primary installation method. Air inversion will only be allowed in certain cases with written pre-authorization by the Engineer and Owner.

Add. 1.37 *Contractor Question:* Please clarify section 333000 Exfiltration Tests – Hydrostatic Test for CIPP installations. Can the test be performed before ends and laterals are cut out? What is the test period and what volume of water added is acceptable?

*Response:* Yes. Refer to section 333000 for test period and volume of water required.

Add. 1.38 *Contractor Question:* Due to the mixed scope of this project, 180 calendar days may not be sufficient to substantially complete this project. We request that the contract time be extended or allow for the mobilization of different crews required for the

different construction phases. A construction schedule can be developed upon award of the contract.

*Response:* Denied, 180 days is ample time to complete this project.

Add. 1.39 *Contractor Question:* Will the City provide access to water (via hydrants) at no cost for sewer cleaning and CIPP inversion/curing operations, or will the Contractor be required to meter and pay for the water? If the Contractor must pay, what is the current rate?

*Response:* The Contractor shall pay a deposit $1,000 ($100 non-refundable) for a meter to be used for cleaning and lining operations, water usage will be charged to the contractor at the rate of $9.29/ 1000 gallons.

Add. 1.40 *Contractor Question:*
8-Inch CIPP – Bid Items 6 & 7:

Bid Item 6 requires a 7.5 mm finished thickness, which would require us to install a 9.0 mm tube to account for installation stretch. We are unable to provide the 9.0 mm installation required to achieve that finished thickness. We can meet the 6.0 mm finished thickness under Bid Item 7 by installing a 7.5 mm tube.

Our recommendation is to eliminate Bid Item 6 and move the associated 765 LF to Bid Item 7, revising Bid Item 7 from 5,275 LF to 6,040 LF.

6-Inch CIPP – Bid Item 15:
Bid Item 15 currently requires 4.5 mm finished thickness for the 400 LF of 6-inch CIPP. Meeting a 4.5 mm finished thickness would require installation of a 6.0 mm tube, which we cannot install in the 6-inch diameter.

We can install a 4.5 mm nominal tube in the 6-inch sewer. Therefore, we recommend revising Bid Item 15 to specify 4.5 mm nominal thickness rather than 4.5 mm finished thickness.

Potato Creek Basin Rehabilitation Project Phase I

| Pipe ID | Diameter (in) | Material | USMH | DSMH | USMH Depth (ft) | DSMH Depth (ft) | Repair Type | CIPP Thickness (mm) | Pipe Length | Map Page | Basin |
|---|---|---|---|---|---|---|---|---|---|---|---|
| PC1132_PC1146 | 8 | VCP | PC1132 | PC1146 | 4.9 | 10.2 | Cured-In-Place Pipe | 6.0 | 249.1 | 2 | PC1271 |
| PC1141_PC1149 | 8 | VCP | PC1141 | PC1149 | 7.5 | 6.8 | Cured-In-Place Pipe | 6.0 | 280.0 | 1 | PC1271 |
| PC1174_PC1175 | 8 | VCP | PC1174 | PC1175 | 11.4 | 10.9 | Cured-In-Place Pipe | 7.5 | 279.7 | 2 | PC1271 |
| PC1175_PC1241 | 12 | HDPE | PC1175 | PC1241 | 10.9 | 18.2 | Cured-In-Place Pipe | 6.0 | 544.2 | 3 | PC1271 |
| PC1180_PC1181 | 8 | CP | PC1180 | PC1181 | 10.1 | 7.2 | Cured-In-Place Pipe | 6.0 | 257.4 | 3 | PC1271 |
| PC1181_PC1188 | 8 | CP | PC1181 | PC1188 | 7.2 | 8.7 | Cured-In-Place Pipe | 6.0 | 160.8 | 3 | PC1271 |
| PC1188_PC1241 | 8 | CP | PC1188 | PC1241 | 8.7 | 18.2 | CIPP and Outside Drop | 7.5 | 128.0 | 3 | PC1271 |
| PC1236_PC6291 | 8 | VCP | PC1236 | PC6291 | UNK | 12.8 | Cured-In-Place Pipe | 7.5 | 274.8 | 1 | PC1271 |
| PC2059_PC6363 | 8 | VCP | PC2059 | PC6363 | 6.2 | 9.9 | Cured-In-Place Pipe | 6.0 | 570.2 | 9 | PC1788 |
| PC6287_PC1132 | 8 | VCP | PC6287 | PC1132 | UNK | 4.9 | Cured-In-Place Pipe | 6.0 | 232.5 | 2 | PC1271 |
| PC6320_PC6321 | 8 | VCP | PC6320 | PC6321 | 5.0 | 4.4 | Cured-In-Place Pipe | 6.0 | 313.5 | 7 | PC1788 |
| PC6321_PC6322 | 8 | VCP | PC6321 | PC6322 | 4.4 | 5.7 | Cured-In-Place Pipe | 6.0 | 299.6 | 7 | PC1788 |
| PC6322_PC6323 | 8 | VCP | PC6322 | PC6323 | 5.7 | 5.8 | Cured-In-Place Pipe | 6.0 | 294.8 | 7 | PC1788 |
| PC6323_PC6326 | 8 | VCP | PC6323 | PC6326 | 5.8 | 6.5 | Cured-In-Place Pipe | 6.0 | 341.0 | 8 | PC1788 |
| PC6326_PC6328 | 8 | VCP | PC6326 | PC6328 | 6.5 | 6.7 | Cured-In-Place Pipe | 6.0 | 318.7 | 8 | PC1788 |
| PC6328_PC6329 | 8 | VCP | PC6328 | PC6329 | 6.7 | 6.4 | Cured-In-Place Pipe | 6.0 | 571.6 | 8 | PC1788 |
| PC6329_PC6331 | 8 | VCP | PC6329 | PC6331 | 6.4 | 5.9 | Cured-In-Place Pipe | 6.0 | 597.4 | 9 | PC1788 |
| PC6364_PC6363 | 8 | VCP | PC6364 | PC6363 | 8.5 | 9.9 | Cured-In-Place Pipe | 6.0 | 52.2 | 10 | PC1788 |
| PC6365_PC6364 | 6 | VCP | PC6365 | PC6364 | 6.6 | 8.5 | Cured-In-Place Pipe | 4.5 | 315.9 | 10 | PC1788 |
| PC715_PC718 | 8 | VCP | PC715 | PC718 | 11.8 | 8.5 | Cured-In-Place Pipe | 7.5 | 77.7 | 6 | PC1271 |
| PC743_PC6398 | 8 | VCP | PC743 | PC6398 | 3.6 | 5.3 | Cured-In-Place Pipe | 6.0 | 365.3 | 5 | PC1271 |
| PC783_PC782 | 6 | VCP | PC783 | PC782 | 8.3 | 5.5 | Cured-In-Place Pipe | 6.0 | 82.4 | 4 | PC1271 |
| PC796_PC809 | 8 | VCP | PC796 | PC809 | 8.9 | 9.1 | CIPP and Outside Drop | 6.0 | 358.0 | 4 | PC1271 |

*Response:* Please see Specifications Sections 330130.74 Article 2.04. Contractor submitted liner thickness calculations may be considered as part of submittal review. For the purposes of this bid form no modifications will be made to the bid items.

End of Addendum No. 1

# Part 1 General

## 1.01 Project Maintenance and Warranty

A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the OWNER.

B. The CONTRACTOR shall warrant for a period of two (2) years from the date of OWNER's written final acceptance of the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects.

C. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.

D. Manhole Liners: In addition to this two (2) year warranty, the Contractor shall provide proof that all manhole liners installed in the project have a ten (10) year manufacturers' and installers' warranty.

E. CIPP (Cured-in-Place Pipe): In addition to this two (2) year warranty, all CIPP liners shall have a five (5) year warranty from the date of final acceptance. All CIPP liners shall have a minimum design and service life of fifty (50) years. The date of final acceptance shall be the date final payment is made to the CONTRACTOR.

F. The CONTRACTOR shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another CONTRACTOR or the OWNER, or to perform any work which is normally performed by a maintenance crew during operation.

G. In the event of multiple failures of major consequences prior to the expiration of the two (2) year warranty described above, the affected unit shall be disassembled, inspected, and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as

a consequence of the failure shall be replaced. A new twelve (12) month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item is reassembled and placed back into operation.

H. As used herein, multiple failure shall be interpreted to mean two (2) or more successive failures of the same kind in the same item or failures of the same kind in two (2) or more items. Major failures may include, but are not limited to: cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts, broken or chipped gear teeth, premature bearing failure, excessive wear, or excessive leakage around seals.

I. Failures which are directly and clearly traceable to operator abuse, such as operations in conflict with published operating procedures, or improper maintenance, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over-lubrication or under-lubrication, and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the two (2) year warranty. Should multiple failures occur in a given item, all products of the same size and type shall be disassembled, inspected, modified, or replaced as necessary ,and re-warranted for one (1) year.

J. The CONTRACTOR shall, at CONTRACTOR'S own expense, furnish all labor, materials, tools, and equipment required, and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship, or faulty materials, in any part of the Work performed by the CONTRACTOR. Such repair shall also include refilling of trenches, excavations, or embankments, which show settlement or erosion after backfilling or placement.

K. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the CONTRACTOR'S operations, shall be promptly repaired by the CONTRACTOR at no cost to the OWNER.

L. The CONTRACTOR shall be responsible for all road and entrance reconstruction and repairs, and maintenance of same, for a period of two (2) years from the date of final acceptance. In the event the repairs and maintenance are not made immediately and it becomes necessary for the OWNER of the road to make such repairs, the CONTRACTOR shall reimburse the OWNER of the road for the cost of such repairs.

M. In the event the CONTRACTOR fails to proceed to remedy the defects upon notification within fifteen (15) days of the date of such notice, the OWNER reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the CONTRACTOR and the sureties on CONTRACTOR'S bond liable for the cost and expense thereof.

N. Notice to CONTRACTOR for repairs and reconstruction will be made in the form of a registered letter addressed to the CONTRACTOR at CONTRACTOR'S home office.

O. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the CONTRACTOR'S liability within the law of the place of construction.

P. For Sewer Rehabilitation projects, the OWNER will perform Closed Circuit Television (CCTV) inspections prior to the end of the warranty period on a percentage of the total footage rehabilitated within the scope of the project, at the expense of the OWNER.

Q. Should the results indicate that greater than twenty percent (20%) of the inspections are found to be defective in any part, the CONTRACTOR shall be required to perform CCTV inspections on the remaining segments where rehabilitation was performed to verify conditions, at no expense to the OWNER, and shall be completed prior to the end of the warranty period.

## Part 2 Products (Not Applicable)

## Part 3 Execution (Not Applicable)

END OF SECTION

## CITY OF GRIFFIN
## POTATO CREEK SEWER REHABILITATION
## BID RESULTS

| Contractor | Total Construction | ADD ALTERNATE "A"<br>LMK ENTERPRISES, INC. PRODUCTS | ADD ALTERNATE "B"<br>BLD SERVICES, LLC PRODUCTS | Total Construction + "A" | Total Construction + "B" |
|---|---|---|---|---|---|
| Allclear Underground Solutions | $1,149,585.00 | $658,273.00 | $538,120.00 | $1,807,858.00 | $1,687,705.00 |
| Atlanta Pipe Services, LLC | $1,764,308.80 | $676,225.90 | $556,081.00 | $2,440,534.70 | $2,320,389.80 |
| Augusta Industrial Services, Inc. | NO BID | NO BID | NO BID | NO BID | NO BID |
| CaJenn Construction & Rehabilitation Services, Inc. | NO BID | NO BID | NO BID | NO BID | NO BID |
| Gulf Coast Underground, LLC | $1,060,165.05 | $537,806.10 | $888,439.60 | $1,597,971.15 | $1,948,604.65 |
| Helix | NO BID | NO BID | NO BID | NO BID | NO BID |
| Inliner Solutions, LLC | $1,148,901.25 | $688,290.00 | $608,220.00 | $1,837,191.25 | $1,757,121.25 |
| Insituform Technologies, LLC | $1,393,400.00 | $673,650.00 | $550,600.00 | $2,067,050.00 | $1,944,000.00 |
| RDJE, Inc. | NO BID | NO BID | NO BID | NO BID | NO BID |
| SAK Construction, LLC | NO BID | NO BID | NO BID | NO BID | NO BID |
| Video Industrial Services, Inc. | NO BID | NO BID | NO BID | NO BID | NO BID |
| Vortex Services, LLC | $1,293,143.50 | $547,770.00 | $543,685.00 | $1,840,913.50 | $1,836,828.50 |

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider a Professional Services Agreement with LJA Engineering, Inc. for consulting engineering services to support the City of Griffin's ongoing and future engineering and consulting needs. *Director of Water and Wastewater, Brandon Lewis, and Director of Public Works, Mariza Eller, will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

The City of Griffin has previously held a Master Services Agreement with LJA Engineering (formerly Paragon Consulting Group) since 2003. This updated Professional Services Agreement replaces the 2003 version and includes updated language within the agreement that provides terms for future proposals for engineering services from LJA. LJA (formerly Paragon) has provided engineering support to the City for projects relating to the Water and Wastewater, Stormwater, Solid Waste, and Public Works departments. Their partnership with the City is critical to insuring our compliance with projects funded by federal and state monies, grants, utility bonds, etc. Their vast knowledge of Griffin's infrastructure and organizational practices makes them an obvious choice for a wide range of engineering and consulting services.

## STAFF RECOMMENDATION:

Staff recommends approval.

## FINANCIAL IMPACT:

There are no fees directly associated with this Master Services Agreement. Subsequent Proposals will be requested and approved as needed.

**Submitted By:**
Brandon Lewis

**Meeting Date:**
10/11/2026

**Reviewed By:**
Jennifer Freeman

ATTACHMENTS:
Griffin-LJA PSA with Exhibits_15JULY2026.pdf

770.412.7700
www.lja.com
350 Airport Road, Griffin, Georgia 30224

# PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement prepared on the 15th day of July, 2026 is by and between City of Griffin with address at 100 S. Hill Street, Griffin, Georgia 30223 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation and according to the scope of Services and other terms set forth in one or more proposals or work authorizations prepared by LJA (the "Proposal(s)") for one or more projects for Client (the "Project(s)"). LJA shall be authorized to commence the Services for the respective Project(s) upon execution of the respective Proposal(s) by the Client. Client and LJA agree that this Professional Services Agreement together with each respective Proposal authorized by Client, and any attachments or exhibits identified in each Proposal or herein together compose the agreement for each respective Project (an "Agreement"), and each such Agreement constitutes the entire agreement between the Client and LJA with respect to the respective Project.

**I. LJA'S RESPONSIBILITIES**: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

**II. CLIENT'S RESPONSIBILITIES:** Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

**1. INFORMATION/REPORTS:** Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

**2. REPRESENTATIVE / ACCESS:** Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

**3. DECISIONS:** Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

**III. COMPENSATION, BILLING, & PAYMENT:** Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

**IV. STANDARD TERMS AND CONDITIONS:** Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

**APPROVED FOR "CLIENT"**
**CITY OF GRIFFIN**

By: _____

Printed Name: Douglas S. Hollberg

Title: Mayor

Effective Date: _____

By: _____

Printed Name: Jennifer Freeman

Title: Secretary

Effective Date: _____

**APPROVED FOR "LJA"**
**LJA ENGINEERING, INC.**

By: Brian K. Upson

Printed Name: Brian K. Upson, PE

Title: Senior Vice-President

By: Andrew J. Whalen, III

Printed Name: Andrew J. Whalen, III

Title: City Attorney

Effective Date: _____

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

## ATTACHMENT A
## STANDARD TERMS AND CONDITIONS

**1. STANDARD OF CARE.** The Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. The Services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

**2. CHANGE OF SCOPE.** The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

**3. SAFETY**. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

**4. DELAYS.** Where LJA is prevented from completing any part of the Services within any Project schedule due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

**5. TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

**6. RELATIONSHIP WITH CONTRACTORS / REVIEW.** LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

**7. INSURANCE.** LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

**8. PROJECTS WITH MULTIPLE CLIENTS.** When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments

are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

**9. SITE ACCESS & CONDITIONS**. When entry to property is required for LJA to perform Services, Client shall provide or obtain right-of-entry to the applicable site. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. The Parties agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA shall notify Client should unanticipated Conditions be encountered. Client retains title to all Conditions and shall report to the appropriate public agencies, as required, any Conditions that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site. Client waives any claim against LJA and shall indemnify, defend, and hold LJA harmless from or by reason of claims for injury or death to persons or damage to property to the extent arising from such Conditions, substance, element, material, or any combination of the foregoing produced, emitted, or released from the site or Project.

**10. INDEMNITY.** LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control.

**11. LIMITATIONS OF LIABILITY**. Client agrees that no employee or agent of LJA shall have individual liability to Client for any claim for Loss (defined below), and any claims for Loss by Client against LJA shall be made solely against the entity LJA. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses (including, without limitation, attorneys' fees and dispute expenses and costs) or damages whatsoever arising out of or in any way related to any Project(s) or this Agreement from any causes ("Loss") including, but not limited to, LJA's negligence, errors, omissions, strict liability, breach of contract, breach of the standard of care, or breach of any other legal duty owed by LJA to Client, whether claimed directly or by way of contribution or indemnity, shall not exceed the total compensation received by LJA for the particular Project from which the Loss is alleged by Client to have arisen. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk. Client waives all claims for Loss in excess of such limitations. This Subsection shall survive termination of this Professional Services Agreement or the applicable Agreement.

**12. CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

**13. REUSE OF PROJECT DELIVERABLES.** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than for which they were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and professional seal, if applicable, shall be removed if Client provides electronic deliverables to any third party. Any modification must be evidenced on the plans and be sealed by a licensed professional prior to re-use. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy, which shall govern in the case of a discrepancy between the two versions and be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check any hard copy against the electronic media. In the event that any error or inconsistency is found during that time, upon notice, LJA will correct the inconsistency at no additional cost to Client. Client shall bear all responsibility for the care, custody, and control of the electronic media. Client agrees to indemnify and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

**14. CLIENT DATA.** Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

**15. ASSIGNMENT/BENEFICIARIES.** Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any. The Services may be performed by any affiliated company of LJA under its common insurance program.

**16. AMENDMENT, NO WAIVER, & SEVERABILITY.** This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

**17. INDEPENDENT PARTIES**. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

**18. STATUTE OF LIMITATION.** To the fullest extent permitted by law, the parties agree that, except for Claims (defined below) for indemnification, the time period for bringing Claims under this Agreement with respect to any Project shall expire one (1) year after completion of Services for that Project.

**19. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS.** As required by the Official Code of Georgia Annotated (the "O.C.G.A.") Section 50-5-85, and as such terms are defined therein, LJA certifies that it does not, nor will it, engage in a boycott of Israel for the duration of this Agreement. As required by O.C.G.A. Section 50-5-84, 50-5-84.1, and 50-5-84.2, and as such terms that are defined therein, LJA certifies that it is not a "scrutinized company".

**20. DISPUTE RESOLUTION.** Except for claims involving the payment of unpaid amounts due to LJA from Client for Services rendered, the parties shall attempt to settle all claims, disputes, and controversies ("Claims") arising out of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' management. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such Claims to a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any lawsuit, adjudicative action, or proceeding. The mediator shall convene the mediation at the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain payment for its Services. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and reasonable attorney's fees from the other party.

**21. LITIGATION SUPPORT**. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

**22. GOVERNING LAW**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in the county of LJA's address and agrees that such courts shall be exclusive forum and venue, except in regard to State offices, agencies, departments boards, bureaus, commission, institutions, agencies, boards, commission, and other entities of the state procuring services agree that venue is to be the Superior Court of Spalding County, Georgia, for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver. CUSTOM

770.412.7700
www.lja.com
350 Airport Road, Griffin, Georgia 30224

# ATTACHMENT B
# GRIFFIN OFFICE
# STANDARD RATE SCHEDULE*

Effective as of July 1, 2026

| **Basic Service Rates** | |
|---|---|
| Senior Vice President | $315.00 per hour |
| Senior Project Manager | $265.00 per hour |
| Project Manager II | $175.00 per hour |
| Project Manager I | $170.00 per hour |
| Project Engineer | $155.00 per hour |
| Graduate Engineer | $115.00 per hour |
| Project Coordinator | $110.00 per hour |
| Staff Professional II | $110.00 per hour |
| CADD Designer IV | $135.00 per hour |
| CADD Designer I | $ 85.00 per hour |
| CADD Technician | $ 65.00 per hour |
| Staff Professional/Intern | $ 65.00 per hour |
| Sr. Admin/Business Manager | $150.00 per hour |
| Administrative Assistant/Admin II | $ 75.00 per hour |
| Subcontractor/Subconsultant | Cost + 15% |

Billing and Payment Procedures: LJA will submit invoices to OWNER monthly. Said invoices are due and payable upon receipt. Direct Expenses (including subconsultants hired by LJA) will be invoiced at cost plus 15% to OWNER. Invoices will be considered "Past Due" if payment has not been received within 30 days from invoice date. At that time, LJA has the right to terminate any remaining services and assess a minimum 1.75% finance charge on unpaid balances. If LJA is under contract for numerous projects for OWNER and "Past Due" invoices exist on the account(s), LJA reserves the right to stop work on all projects until all invoices for all projects under contract with OWNER are paid in full. In the event of any litigation arising from or related to non-payment of invoices for services provided under this Agreement, the OWNER will be responsible for all reasonable costs incurred including staff time, court costs, attorney's fees, and other related expenses.

** Rate Schedule is subject to annual change at LJA Engineering's discretion to reflect increases in costs of operation, inflation, etc.*

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider a claim for violation of Civil Rights and Federal employment law by Griffin Police Officer Joshua Tomlinson, based upon ante litem notice, dated October 9, 2026 from attorney Dexter Wimbish in the amount of $10,000,000. *City Attorney Drew Whalen will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

Officer Tomlinson is currently on paid Administrative Leave pending the outcome of an GBI Investigation and IA Investigation. A demand for settlement in the amount of $10,000,000 is made.

## STAFF RECOMMENDATION:

Staff recommends DENIAL of the claim.

## FINANCIAL IMPACT:

The City of Griffin is a Member of the Georgia Interlocal Risk Management Agency ("GIRMA"), which investigates legal liability claims against its Members, their officers and employees. If determined a legal liability exists, GIRMA will adjust the claim or provide a defense to a lawsuit, up to the limits of the Member's Coverage Agreement. At this time, the City has coverage of $2,000,000 per occurrence, subject to a $25,000 per claim deductible.

This matter has been submitted to GIRMA for investigation.

**Submitted By:**
Andrew Whalen

**Meeting Date:**
10/11/2026

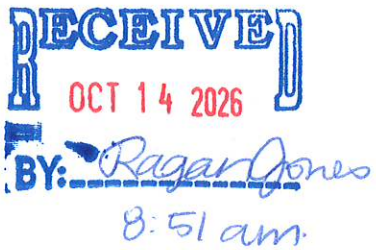
**Reviewed By:**
Jennifer Freeman

ATTACHMENTS:
Ante Litem - Joshua Tomlinson 101426.pdf

# JOSHUA TOMLINSON PRELITIGATION DEMAND PACKAGE

Joshua Tomlinson vs. City of Griffin

October 9, 2026




Ante Litem Notice and Ten Million Dollar Demand
Pretermination Due Process and Georgia POST Demand
Exhibit A Master Chronology
Exhibit B Evidence Preservation Notice

Prepared by Dexter M. Wimbish, Esq.
Attorney for Joshua Tomlinson
420 Country Club Drive, Griffin Georgia 30223
Georgia Bar No. 769908
(770) 707-6555 | dexterwimbish@bellsouth.net

# ANTE LITEM NOTICE AND NOTICE OF FEDERAL CLAIMS

October 9, 2026

**VIA CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED AND PERSONAL DELIVERY AS APPLICABLE**

TO: Mayor or Chairperson of the Board of Commissioners
For presentation to the governing authority of the City of Griffin
One Griffin Center
100 South Hill Street
Griffin, Georgia 30223

COURTESY COPIES: Jennifer Freeman, Interim City Manager; Stephanie Woods, Human Resources Director; Frank Strickland, Chief of Police; and City Attorney Drew Whalen, at the City address above.

RE: Joshua Tomlinson — O.C.G.A. § 36-33-5 notice; $10,000,000.00 demand for adjustment; notice of employment and constitutional claims; and preservation of evidence

Dear Mayor and Members of the Board of Commissioners:

We represent Officer Joshua Tomlinson. This letter presents his claims to the City of Griffin for investigation and adjustment and demands payment of $10,000,000.00 to resolve the claims against the City described below. The City should immediately preserve the evidence, provide the process required before any final employment decision, and review the alleged discriminatory treatment and disputed examination of his personal telephone.

This is formal notice under O.C.G.A. § 36-33-5 to the extent that statute applies. It also gives notice of potential federal claims, including claims under 42 U.S.C. § 1983 and federal employment law. Providing this notice does not concede that municipal ante litem requirements govern federal claims or other claims exempt from those requirements. The accompanying chronology and preservation notice are incorporated into this letter.

## I. Claimant and Events Giving Rise to the Claims

Joshua Tomlinson is an African American police officer employed by the Griffin Police Department, a certified gang expert, and a Level 2 SWAT operator. The events occurred principally within the Department and City administration in Griffin and Spalding County, Georgia, with a related warrant operation in Clayton County on August 3, 2026. The challenged course of conduct began no later than August 3, 2026, and

continued through October 9, 2026. Earlier events surrounding the July 11, 2026, Head Park murder provide relevant background.

Tomlinson challenges the alleged withholding of operational intelligence during a dangerous tactical assignment; racialized accusations concerning his community engagement and alleged gang membership; his August 13 removal from duty and initial unpaid leave; the scope and purpose of searches of his personal telephone and extracted data; and contemplated termination and related POST reporting. The precise locations of particular communications, digital examinations, nd administrative decisions should be established from City records. Additional dates are identified in Exhibit A as nearly as presently practicable.

The allegations below reflect Tomlinson's account and information presently available from other sources. Witness reports and investigative outcomes remain subject to confirmation through the underlying records. Tomlinson has not yet received an official final termination notice, and this notice does not describe a threatened termination as an accomplished event.

## II Undisclosed Investigation and the August 3 Tactical Assignment

Information presently available indicates that Tomlinson was under an undisclosed Internal Affairs investigation by August 3, 2026, involving an alleged Head Park disclosure and possibly alleged gang affiliation. He reports receiving no advance written notice identifying the investigation or its allegations. The absence of notice at the investigative stage is relevant to the surrounding conduct and applicable policies; it is not asserted to establish, by itself, a constitutional violation.

On August 3, the Department assigned Tomlinson as breacher on a four-person team executing a high-risk search warrant in Clayton County. Clayton County personnel rep ɔrtedly advised that two armed men had been observed outside the target apartment the preceding day. The operation reportedly sought a firearm connected to the Head Park murder. Tomlinson contends that material information about the operation's purpose and connection to that investigation was withheld from him despite his position at the point of entry.

A source reports that Sergeant Joshua Holley later acknowledged withholding information because Tomlinson was under IA investigation. The nature of the information withheld, who ordered the restriction,

what Tomlinson actually knew before entry, and the reasons for the decision require verification. The City must preserve the briefing records and identify the responsible officials.

Tomlinson contends that this decision subjected him to discriminatory working conditions and an avoidable risk of armed confrontation. If the Department believed he posed a genuine operational security risk, it must explain why it nonetheless selected him for the breacher assignment. If it considered him suitable for that assignment, it must explain why information material to performing it safely was withheld. These allegations are relevant to motive, working conditions, and supervisory accountability. No physical injury during the operation is presently alleged, and exposure to danger alone is not treated as automatically establishing a separate constitutional claim.

**III Community Engagement and Allegations of Gang Membership**

Tomlinson organized community activities, including a footrace and softball game, involving substantial participation by Black residents. His work included efforts to reduce gang violence and improve cooperation between police and Griffin's African American community. Professional contact with individuals affected by gang activity does not, without supporting evidence, establish an officer's membership in a criminal gang.

On August 4, during a discussion of those activities, Sergeant Joshua Holley, a white supervisory officer, allegedly stated that there would be no more "HugAThug ass shit on this unit." The statement is alleged to have been made at approximately 12:20 p.m. at El Toro. The City must preserve evidence identifying those present and any subsequent implementation of Holley's announced restriction. Tomlinson contends that the remark, considered in context, disparaged his engagement with Black residents and is evidence of discriminatory motive.

On August 13, Sergeant Holley allegedly stated before unit members that Tomlinson was "a gang member." A witness with knowledge of the event reportedly supports this allegation. Such an accusation directly undermines a certified gang expert's professional credibility and may affect assignments, discipline, and future employment. Tomlinson denies the accusation and contends that it was false and professionally damaging.

The GBI investigation reportedly included an inquiry into Tomlinson's alleged gang affiliation and did not establish that he was a gang member. The complete investigative record is needed to confirm the scope, findings, and disposition. The City must identify the original source of the accusation, any corroborating information, and the officials who communicated it to investigators or relied on it in personnel decisions.

These facts support investigation of whether legitimate community policing was recast as evidence of criminal association and used to justify selective scrutiny of a Black officer. Tomlinson asserts discriminatory intent as an inference from the combined circumstances, rather than representing that the remark or investigation alone conclusively proves discrimination.

## IV August 13 Removal and Deprivation of Compensation

On August 13, City and Department personnel removed Tomlinson from duty, took his service weapon, retrieved uniforms and equipment, took possession of his personal cellular telephone, and initially placed him on unpaid administrative leave. He had not been arrested, indicted, or criminally charged. He contends that he received neither adequate advance notice of the charges and supporting evidence nor a meaningful opportunity to respond before his compensation was interrupted.

To the extent applicable law, ordinances, personnel rules, or employment arrangements protected his continued employment or compensation, these actions implicate procedural due process. Cleveland Board of Education v. Loudermill, 470 U.S. 532 (1985), requires notice, an explanation of the employer's evidence, and an opportunity to respond before termination of a protected employment interest, subject to the governing circumstances. The preliminary opportunity need not be a full evidentiary trial.

Temporary unpaid suspension requires a separate, context-specific analysis. Gilbert v. Homar, 520 U.S. 924 (1997), recognizes that immediate suspension can be permissible in appropriate circumstances with adequate subsequent process. Tomlinson's lack of an arrest or criminal charge distinguishes the factual safeguards present in that case, but does not itself resolve whether his suspension was lawful. The City must identify the protected-interest analysis, asserted urgency, evidence available at the time, and procedures offered afterward.

On September 9, Tomlinson submitted a grievance to Human Resources Director Stephanie Woods. Then-City Manager Jessica O'Connor responded, and on or about September 10 the City converted the leave to paid status and authorized back pay. That authorization must be distinguished from proof that every withheld payment and related benefit was actually restored. The reversal reduced the continuing financial deprivation but does not, by itself, determine whether the original action complied with due process or remedy every resulting injury. No admission of liability is inferred solely from the reversal.

**V Alleged Disparate Treatment**

Tomlinson contends that white officers accused of serious misconduct received more favorable investigation, leave, pay, discipline, or POST treatment. The identified incidents concern alleged FLOCK misuse by Ryan Gravitt; alleged alcohol consumption while armed and driving during a police exercise by Sergeant Mike Betsill; conduct involving Scott Sierra investigated as aggravated assault; and the hiring and subsequent disciplinary history of Travis Weldon. Exhibit A identifies the reported facts and unresolved disposition questions.

The white individual who reportedly supplied the Head Park information to Tomlinson is an additional relevant comparison. The City must preserve that person's role, status, access to the information, alleged conduct, applicable duties, investigative treatment, and any discipline or POST reporting. Common involvement in an incident makes the comparison relevant but does not establish that the two individuals were similarly situated in every material respect.

The City must examine the actual policies, decision-makers, supervisory chains, disciplinary histories, conduct, and evidence involved in each comparison. Serious allegations alone do not establish a valid comparator. Tomlinson contends that materially comparable cases will show that the City applied more severe scrutiny and consequences to him because of race, and that the stated reasons for threatened discipline are pretextual.

## VI Disputed Examination of the Telephone and Private Information

The telephone entered law-enforcement custody in connection with the Head Park investigation. The available accounts identify an original search warrant, but Tomlinson has not been provided the complete warrant, affidavit, return, extraction records, or any later judicial authorization. He disputes consent to an unrestricted examination of his personal digital information.

Personnel associated with Griffin and the unit identified as OPS reportedly later accessed the telephone or a forensic extraction and examined information unrelated to the Head Park allegations. The City reportedly intends to use that information for employment discipline. Tomlinson contends that the later examination exceeded lawful authority and served as an exploratory search for a new disciplinary basis.

Riley v. California, 573 U.S. 373 (2014), recognizes the substantial privacy interests in cellular telephone data in the search-incident-to-arrest context. The legality of the searches here requires examination of the warrant's terms, the timing and manner of extraction and review, any applicable exception, and any distinct authority asserted for an employment investigation. An unrelated discovery does not necessarily prove an unlawful search; nor does expiration of a warrant's execution period necessarily prohibit later review of data lawfully extracted. The City must disclose the authority and scope of each examination so those questions can be evaluated.

The device contains private and intimate photographs involving Tomlinson's fiancée, Ashley Dallas, with no presently identified connection to the Head Park investigation. Preserve records identifying whether those materials were viewed, copied, displayed, exported, or transmitted, and by whom. Preservation must not occasion additional unnecessary viewing or dissemination. Secure any retained images and restrict access to persons with a legitimate legal or evidentiary need.

Tomlinson reserves Fourth Amendment and related claims concerning acquisition, examination, retention, and disclosure of the device and data, subject to the facts and governing law. He also objects to reliance on unlawfully obtained material in discipline. This objection does not assume that the criminal exclusionary rule automatically controls an administrative employment proceeding.

## VII Contemplated Termination and Certification Consequences

Tomlinson understands that the City is considering termination based on telephone information unrelated to the original disclosure allegation and intends to report a disciplinary separation to Georgia POST. He demands a genuine opportunity to respond before any final decision affecting a protected employment interest, together with accurate notice of applicable appeal procedures.

The City must comply with legally required POST reporting. Georgia Rules 464-3-.04 and 464-3-.06 address agency reporting of employment changes and specified disciplinary actions, generally within fifteen days. Rule 464-3-.05 separately addresses officer reporting. Tomlinson does not request suppression or delay of a mandatory report. He demands accuracy, preservation of supporting records, identification of disputed allegations, and appropriate inclusion of relevant exculpatory information. POST separately determines whether certification discipline is warranted; an agency report is not itself a revocation.

## VIII Claims and Municipal Responsibility

The facts may support race discrimination and disparate-treatment claims under Title VII, equal protection claims through 42 U.S.C. § 1983, and enforcement of rights protected by § 1981 through § 1983 against state actors. Potential procedural due process, Fourth Amendment, and Georgia privacy or defamation claims are preserved to the extent their elements and available remedies are established. Any hostile-environment theory requires assessment of the full conduct and applicable threshold. A retaliation claim depends on identifiable protected activity, the City's knowledge, and a causal connection; community outreach or a grievance concerning only due process is not automatically protected opposition under Title VII.

Municipal liability under § 1983 requires proof of an actionable municipal policy, custom, or decision or legally sufficient ratification by an official with final policymaking authority. Monell v. Department of Social Services, 436 U.S. 658 (1978). Employment of the alleged wrongdoers or receipt of this notice alone does not establish that requirement. Preserve the delegations of authority and actual decision-making records relevant to the challenged actions.

State-law claims remain subject to applicable municipal and official immunities, privileges, notice requirements, and any legally established waiver. This notice does not assert that the City's participation in police activity itself waives immunity. Administrative exhaustion and filing requirements applicable to employment claims remain independently operative; this letter is not an EEOC charge.

## IX Injuries and Specific Monetary Demand

Tomlinson reports temporary loss of compensation, interference with employment and benefits, loss of use or possession of personal property, invasion of privacy, humiliation, emotional distress, and damage to professional reputation. Threatened termination and certification proceedings also present a risk of future lost earnings and reduced employment opportunities. Actual back pay and benefits restored must be credited, and future losses require proof that they occurred or are recoverable with sufficient certainty.

The precise amounts of economic loss, the extent of any disclosure of private material, and the impact on earning capacity remain under investigation. Tomlinson seeks compensatory relief and attorney fees and expenses where authorized, together with appropriate declaratory or equitable relief. The demand does not assume availability of punitive damages against the municipality or disregard statutory limits applicable to particular claims.

For purposes of O.C.G.A. § 36-33-5(e), the specific amount of monetary damages sought from the City of Griffin is:

**$10,000,000.00**

**TEN MILLION DOLLARS AND ZERO CENTS**

This is a definite offer to compromise the claims against the City encompassed by this notice for that sum. The City may accept by written acceptance communicated to counsel. Any release will memorialize the agreed resolution; it is not a condition requiring agreement on unspecified additional material terms before the City can accept this monetary offer. The demand is an aggregate settlement proposal, not a representation that each asserted theory independently permits recovery of that amount. Claims against other persons or entities are reserved unless expressly included in a written settlement.

**X Requested Action and Timing**

Present this claim to the governing authority for investigation and adjustment. We request a substantive response and designation of an authorized settlement contact within ten calendar days after receipt. That request is separate from the statutory period governing claims subject to O.C.G.A. § 36-33-5. No such claim will be filed before the City has acted upon it or the applicable thirty-day consideration period has elapsed without action. Federal or other exempt claims remain subject to their own requirements, and available urgent relief is reserved.

Pending resolution, we request continued paid status and benefits, confirmation that all authorized back pay has been paid, the process identified in the accompanying pretermination demand, and immediate implementation of Exhibit B. These requests do not suspend any independent limitations or administrative filing deadlines. This notice addresses existing events; any later event requiring separate statutory notice will be addressed as required.

Respectfully submitted,

DEXTER M. WIMBISH, ESQ.
Attorney for Joshua Tomlinson
420 Country Club Drive
Griffin, Georgia 30223
Georgia Bar No. 769908
(770) 707-6555
dexterwimbish@bellsouth.net

# PRETERMINATION DUE PROCESS AND GEORGIA POST DEMAND

October 9, 2026

VIA EMAIL HAND DELIVERY AND CERTIFIED MAIL AS APPLICABLE

TO: Jennifer Freeman, Interim City Manager; Stephanie Woods, Human Resources Director; Frank Strickland, Chief of Police; and City Attorney Drew Whalen
City of Griffin, One Griffin Center, 100 South Hill Street, Griffin, Georgia 30223

RE: Joshua Tomlinson — notice and opportunity to respond; disputed digital evidence; accurate POST reporting; and preservation

Dear City Officials:

Before making a final decision to terminate Officer Joshua Tomlinson, provide the notice, explanation of evidence, and opportunity to respond required by applicable law and City policy. Maintain his current paid status while the proposed grounds are disclosed and fairly considered. We also request the records necessary to evaluate the City's reported examination of his telephone and the accuracy of any POST submission.

Tomlinson disputes both the allegations and the means used to obtain information reportedly supporting the contemplated discipline. The reported closure of the GBI inquiry without a finding against him must be verified and accurately described. The absence of criminal prosecution does not itself preclude an independently supported administrative charge, but the City must identify that charge and its evidence rather than treating an unsubstantiated criminal allegation as an established disciplinary finding.

## I Notice and Opportunity to Respond

To the extent Tomlinson has a protected property interest, afford the protections recognized in Loudermill and the additional procedures required by governing employment rules. We request:

1. A written statement of each proposed charge, the conduct alleged, relevant dates, and the contemplated discipline.

2. The specific provisions of every rule or policy allegedly violated, including the version in effect when the conduct occurred.

3. An explanation of the evidence supporting each charge, with sufficient disclosure to permit a meaningful response, including material exculpatory or contradictory information relevant to the proposed grounds.

4. Identification of those recommending discipline and the official authorized to make the final decision.
5. Reasonable time after adequate disclosure to prepare a response and an opportunity to present Tomlinson's account, documents, witness information, and mitigation before the decision is finalized. We request counsel's participation consistent with governing rules.
6. Genuine consideration of the response by an authorized decision-maker. The opportunity must precede a final determination rather than merely announce a result already fixed.
7. Written notice of any final decision and all available review procedures, deadlines, and decision-making bodies.

These requested disclosures and safeguards include measures sought to ensure a fair review; we do not represent that every item is independently mandated by the minimum constitutional standard in every case. If information is withheld, identify the category and legal basis and provide a lawful alternative sufficient to permit a meaningful response. Preserve privileged material without requiring its disclosure or waiver of privilege.

## II Digital Evidence and Search Autl.ority

Identify precisely what telephone information supports each proposed charge and disclose, subject to lawful protections:

1. Every warrant, supporting affidavit, return, subsequent authorization, and asserted basis for a warrantless examination.
2. The device seizure, transfer, extraction, and review dates; chain of custody; and identities and agency affiliations of the persons involved.
3. Relevant extraction reports, forensic tool records, access logs, search terms and parameters, screenshots, and exports sufficient to identify how the challenged information was found.
4. Whether GBI, Griffin, or OPS discovered the material; whether it was discovered during the original authorized review or a later examination; and the authority asserted for each review.

5. The particular files or communications relied upon, their context and integrity, and any evidence contradicting the City's interpretation.

Tomlinson objects to an unauthorized exploratory search and preserves all appropriate remedies. The City must address the objection on the actual warrant and forensic record. Neither possession of the device nor the mere existence of an earlier extraction establishes unrestricted authority to examine private material for any purpose.

## III Privacy Safeguards

Secure the telephone, forensic copies, and intimate materials. Preserve existing access and transmission records, restrict further viewing to legitimate needs, and prevent unnecessary copying or circulation. Preserve evidence of any prior dissemination. Return the physical device when retention is no longer legally justified, using a preservation protocol that maintains necessary evidence without authorizing unnecessary further intrusion.

## IV Comparator Review and Independent Assessment

Before finalizing discipline, review the comparator incidents in Exhibit A and the treatment of the white individual reportedly connected to the same Head Park information. Identify material differences in duties, conduct, evidence, policies, and disciplinary history, as well as the reasons for any different treatment. We request an impartial assessment by a reviewer who was not responsible for the challenged conduct and consideration of whether those involved in alleged discriminatory statements influenced the recommendation.

## V POST Reporting and Employment Characterization

Comply with applicable reporting duties and deadlines. Do not characterize Tomlinson as having resigned, resigned in lieu of termination, or surrendered certification absent an actual basis. Nothing in this package constitutes a resignation, an offer to resign, or consent to an adverse characterization.

We request a copy of any employment-status or disciplinary report before submission when feasible and lawful, or contemporaneously with submission. Preserve all drafts, supporting materials, corrections, and communications with POST. Accurately distinguish allegations, findings, criminal-investigation outcomes, and Tomlinson's objections, and include relevant exculpatory information needed to avoid a misleading account. If prior information proves inaccurate, promptly correct it through the appropriate process. Tomlinson preserves his own reporting obligations and rights in any separate POST proceeding.

**VI Immediate Response**

Within two business days after receipt, please confirm in writing that the City has implemented a litigation hold, secured private materials, and will afford required process before a final employment decision. Identify the proposed schedule for disclosure and response, and confirm payment of authorized back pay and continuation of current paid status. This requested acknowledgment period does not shorten the ante litem consideration period or extend any mandatory POST deadline.

The chronology and preservation notice are incorporated into this demand. All claims, administrative remedies, and objections remain reserved.

Respectfully submitted,

DEXTER M. WIMBISH, ESQ.
Attorney for Joshua Tomlinson
420 Country Club Drive, Griffin, Georgia 30223
Georgia Bar No. 769908
(770) 707-6555 | dexterwimbish@bellsouth.net

# EXHIBIT A MASTER CHRONOLOGY

Joshua Tomlinson and the City of Griffin

This chronology identifies the events and reported circumstances supporting the accompanying notices. Dates marked unknown require confirmation. Witness identities are not listed here. The City should preserve the records necessary to confirm both the allegations and any evidence inconsistent with them.

**July 11 2026 Head Park Murder**

A murder occurred at Head Park. Tomlinson participated in apprehension or investigative activity concerning suspect Josiah Stark. Stark's father reportedly questioned why officers had not approached him first. Tomlinson responded in substance that officers were dealing with a murder suspect. Body-camera footage reportedly exists. Stark subsequently surrendered with counsel. The date, authorization, and initial factual basis of the investigation into Tomlinson's alleged disclosure remain to be established.

**On or Before August 3 2026 Internal Affairs Inquiry**

Tomlinson was reportedly under an undisclosed IA investigation concerning alleged disclosure and possibly gang affiliation. He reports receiving no advance written notice. A source attributes to Holley a later acknowledgment that this investigation was the reason operational information was withheld. Preserve the source and timing of each allegation and the relationship between the IA and GBI inquiries.

**August 3 2026 Clayton County Warrant Operation**

Holley advised officers that Griffin would assist CID and Clayton County in executing a search warrant. Tomlinson was assigned as breacher on a four-person team and asked about the purpose and scope. Clayton County personnel reportedly mentioned two armed men observed outside the apartment the preceding day. Sergeant Anaia Ruiz reportedly stated in substance, "If they run, let them run." Tomlinson contends this conflicted with policy; the applicable policy and operational circumstances require confirmation.

Holley reportedly attributed restricted information to the District Attorney's wish to keep the warrant quiet. Officers subsequently learned the target included a firearm associated with the Head Park murder. The

apartment reportedly was associated with Lynn Brown and Danny Evans and had been associated with gang activity. Evans's brother reportedly arrived, became involved in an altercation, and was detained. Preserve the warrant address, planning records, briefing content, recordings, assignments, detention records, and explanations for any selective restriction of information.

### August 4 2026 Community Engagement Remark

Tomlinson previously organized commu ity events under Curtis Keys, a Black officer or supervisor. Keys reportedly became subject to IA investigation and Holley replaced him. At approximately 12:20 p.m. at El Toro, Sergeant Joshua Holley allegedly made the "HugAThug ass shit" remark during discussion of a footrace. Preserve witness accounts, recordings, and communications concerning Holley's statement and any subsequent restriction on these activities.

### August 13 2026 Gang Membership Accusation

A witness reportedly heard Holley tell unit members that Tomlinson was "a gang member." Tomlinson denies the accusation. Identify the audience, basis, source, subsequent repetition, and any reliance on it in investigations or employment decisions.

### August 13 2026 Removal and Initial Unpaid Leave

Tomlinson was removed from duty, his weapon was taken, uniforms and equipment were retrieved, and his telephone entered investigative custody. He was initially placed on unpaid administrative leave. He reports no adequate prior charges, explanation of evidence, or opportunity to respond. He was not arrested, indicted, or criminally charged. He reports that no compelled statement or Garrity statement was taken; any later compelled questioning must be evaluated on its actual circumstances. Available accounts identify an original telephone search warrant, whose terms and execution records must be obtained.

### September 9 2026 Grievance

Tomlinson submitted a formal grievance to Human Resources Director Stephanie Woods. Preserve the complete grievance, attachments, delivery records, and its specific assertions so any protected-activity or procedural theory can be evaluated accurately.

### On or About September 10 2026 Conversion to Paid Leave

O'Connor responded to the grievance. The City converted Tomlinson to paid administrative leave and authorized back pay. Confirm the effective date, sums actually paid, benefit corrections, decision-makers, and reasons for the reversal.

### September 29 2026 Policy Assessment and Management Action

Attorney Tom Kirkbride reportedly presented a Police Department policy-compliance assessment to the Board of Commissioners. The Board reportedly later entered executive session and terminated O'Connor's City Manager contract without cause. Preserve the report, supporting materials, official action records, and any connection to the issues raised here, subject to lawful privilege. The temporal sequence does not establish that Tomlinson's case caused O'Connor's termination.

### October 1 2026 Interim City Management

Jennifer Freeman reportedly became Interim City Manager. O'Connor remains a relevant witness concerning the grievance, reversal of unpaid status, and associated communications.

### Date Not Yet Confirmed GBI Disposition

The GBI inquiry concerning the alleged Head Park disclosure reportedly concluded without a finding against Tomlinson; the gang-affiliation inquiry reportedly did not establish gang membership. Obtain the complete closing record and distinguish closure, lack of prosecution, and any affirmative findings. Tomlinson has not been prosecuted concerning the alleged disclosure.

### Dates Not Yet Confirmed Telephone Transfer and Later Review

GBI reportedly returned the telephone to Griffin. Griffin or OPS personnel reportedly accessed the device or its extraction and examined information unrelated to the original investigation. No separate warrant has presently been identified to Tomlinson. The legal issue depends on the original authorization, subsequent acts, and any other lawful basis, rather than solely on the date the original warrant's execution period ended.

### As of October 9 2026 Contemplated Adverse Action

The City reportedly is considering termination based on information obtained from the telephone and related disciplinary reporting to POST. Tomlinson has not received official notice that a final termination has occurred. Confirm every existing recommendation, proposed charge, report, decision, and communicated deadline.

### Comparator Incidents with Dates to Be Confirmed

Ryan Gravitt — His girlfriend reportedly accused him of using FLOCK to stalk or improperly monitor her. He reportedly was questioned and admitted the conduct. According to the available account, no criminal or GBI inquiry followed, he was not placed on leave, his pay was not interrupted, and he retained or regained FLOCK access. Preserve audit logs, the complaint, admissions, findings, discipline, and reporting records to test that account.

Mike Betsill — Lieutenant Lee Ward reportedly discovered him drinking during a nighttime police exercise while armed and driving. He reportedly was returned to the station, was not arrested or referred to GBI, and was allowed to resign. No adverse certification action is presently known to Tomlinson; absence of knowledge does not establish that no POST report was made. He reportedly later worked for the Spalding County Sheriff's Office. Verify the actual findings, separation reason, and POST history.

Scott Sierra — He reportedly struck a fleeing subject during a Walmart pursuit and was investigated concerning aggravated assault. He reportedly remained off administrative leave and continued to receive pay. Verify the conduct, criminal and administrative dispositions, governing policies, and POST reporting.

Travis Weldon — He reportedly had two prior DUI matters before Griffin hired him, received approximately thirty-six months of POST probation, and was later arrested on felony allegations involving physical abuse of a nonverbal child. The City's response to the later arrest is not established here. Hiring decisions and POST probation are relevant background; materially comparable disciplinary treatment must be established separately.

White Source of Head Park Information — A white individual reportedly supplied the information at issue to Tomlinson. Identify that person's role, conduct, obligations, investigative treatment, disciplinary disposition, and any applicable POST reporting. The present record does not establish the person's employment or certification status.

# EXHIBIT B EVIDENCE PRESERVATION NOTICE

Joshua Tomlinson and the City of Griffin

Litigation is reasonably anticipated. The City must take reasonable steps to preserve relevant records within its possession, custody, or control, including material on personal devices or accounts used for official business. Suspend routine deletion or overwriting for relevant sources and custodians, preserve original metadata and audit trails, and retain evidence favorable or unfavorable to either side. This demand seeks preservation and does not waive privilege or require unauthorized disclosure.

## I Investigations and Operational Records

Preserve every IA opening record, complaint, referral, authorization, allegation, interview, recording, draft, finding, and closure record involving Tomlinson. Include gang-affiliation allegations, Head Park disclosure allegations, the sources of each, communications with GBI and other agencies, and evidence inconsistent with the allegations. Preserve July 11 and August 3 operational records, warrant materials, threat assessments, briefings, tactical assignments, radio traffic, body-camera and dash-camera recordings, and any acknowledgment or instruction concerning withheld intelligence.

## II Employment and Decision Records

Preserve August 13 instructions, pay and leave decisions, weapon and equipment retrieval records, applicable employment policies and versions, disciplinary recommendations, proposed charges, drafts, evaluations, and decision-maker communications. Include the September 9 grievance, O'Connor's response, the unpaid-to-paid reversal, payroll and benefits records, and relevant Kirkbride assessment materials. Preserve records identifying final authority and any delegation, approval, or review of the challenged actions.

## III Telephone and Digital Forensics

Preserve the telephone without alteration except through a documented lawful forensic process; all original and subsequent warrants, affidavits, returns, and consent records; chain-of-custody and transfer records; forensic images and extractions; Cellebrite, GrayKey, or other tool reports and logs; integrity hashes where

available; and device and workstation audit records. Include OPS identities, authorizations, access histories, query terms, review dates, screenshots, exports, and records identifying when and how proposed disciplinary evidence was discovered.

## IV Private Materials

Preserve existing records showing viewing, copying, display, export, access, or transmission of intimate photographs involving Ashley Dallas or other private material. Secure retained content, limit access, and preserve recipients and subsequent transfers. Do not create additional unnecessary copies or display the images merely to comply with this notice.

## V Comparator and POST Records

Preserve complaints, personnel and IA files, findings, disciplinary history, leave and pay records, criminal referrals, separation agreements, and POST records for the identified potential comparators and other materially comparable officers. Include FLOCK audit logs and access decisions, relevant exercise and pursuit recordings, and records concerning the white source of Head Park information. Preserve every proposed and completed POST report involving Tomlinson, supporting evidence, drafts, corrections, and communications concerning employment characterization or certification consequences.

## VI Communications and Custodians

Preserve relevant emails, texts, official chat messages, attachments, calendars, recordings, archived data, and personal-account communications used for City business involving Holley, Gravitt, Ruiz, command staff, Internal Affairs, OPS, Chief Strickland, Woods, Freeman, O'Connor, and other involved personnel. Preserve relevant counsel communications without requiring disclosure of privileged content. Identify the actual OPS unit and custodians rather than assuming the acronym establishes a particular organizational role.

## VII Implementation and Outside Agencies

Promptly circulate a tailored written hold to relevant custodians and departments, identify short-retention sources, and document reasonable preservation measures. Send preservation requests to GBI, Clayton County, POST, and other agencies holding relevant material outside City control. This notice does not assert that the City can compel another agency's compliance. Preserve relevant backup or archived sources where necessary to prevent unique evidence from being lost.

Confirm implementation of the hold and identify any known loss, deletion, alteration, or unavailable category, together with the date and circumstances. Any request for sanctions will be evaluated under the governing law, including the applicable standards for electronically stored information; this notice does not assume that every loss warrants an adverse inference.

# AGENDA ITEM SUMMARY

## ITEM SUMMARY:

Consider a proposal from Mercer Group Associates LLC to conduct an executive hiring search for the position of City Manager. *City Attorney, Drew Whalen, and Human Resources Director, Stephanie Woods, will address.*

## SPECIAL CONSIDERATIONS OR CONCERNS:

This item is for consideration of the Proposal from Mercer Group Associates LLC, dated November 5, 2026, to conduct an executive hiring search for the City Manager position. This proposal was presented for discussion at the Called Meeting on November 10, 2026 at 4 p.m.

## STAFF RECOMMENDATION:

Staff recommends APPROVAL.

## FINANCIAL IMPACT:

The total cost will not exceed $25,000 and is estimated at $22,900; variable expenses, such as advertising and candidate travel may affect this estimate.

**Submitted By:**
Andrew Whalen

**Meeting Date:**
10/11/2026

**Reviewed By:**
Jennifer Freeman

ATTACHMENTS:
Mercer Group Associates - Executive Search Services Proposal Griffin City Manager 110526.pdf

MERCER GROUP ASSOCIATES

PROPOSAL FOR EXECUTIVE SEARCH SERVICES

# City Manager Executive Search

## City of Griffin, Georgia

PREPARED FOR

**The Honorable Mayor and Board of Commissioners**

Griffin
Growing, TOGETHER


SUBMITTED BY

**Jeff Hale** Senior Associate · Project Manager

**Alan Reddish** Senior Associate · Senior Project Advisor


DATE

November 5, 2026


Localgov HR Solutions, LLC dba Mercer Group Associates

(706) 371-6126 · jeffhale@localgovhrs.com

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C Attachment C — Mercer Group Associates Sample Recruitment Brochure C-1

November 5, 2026

The Honorable Mayor and Board of Commissioners
City of Griffin
100 South Hill Street
Griffin, Georgia 30223

Dear Mayor and Members of the Board of Commissioners:

Localgov HR Solutions, LLC dba **Mercer Group Associates** is pleased to submit a proposal to assist the City of Griffin in the search for a new City Manager. Mercer Group Associates has extensive experience in conducting executive level searches for local governments, boards, and authorities nationwide. Mercer Group Associates is a consortium of professional consultants with specialized government experience, education, and training who provide executive search and management services. Localgov HR Solutions, LLC is a member of Mercer Group Associates and was incorporated in the State of Georgia to provide those services.

Mercer Group will partner with the City of Griffin to recruit a City Manager who has the technical qualifications necessary for success; who demonstrates supportive working relationships with elected officials, department directors, staff, and the public; and who promotes quality customer service while embracing the values of the Griffin community.

Mercer Group Associates understands the unique needs of local government and the importance of the City Manager role to your community. We will employ targeted, proactive search methods to deliver a selective, highly qualified applicant pool for the Griffin City Manager position. By developing a clear understanding of the city's unique needs, we will build a tailored recruitment plan that leverages specialized public-sector platforms, the Mercer Group Associates proprietary network of local government executives and professionals, and our proven sourcing methods. This approach allows us to engage both active and passive candidates — ensuring that the City of Griffin is in a position to select a City Manager from the best leadership talent available.

Mercer Group Associates is best positioned to help the city in its search for a City Manager by virtue of our extensive experience in Georgia conducting similar searches. We have averaged 15 executive level searches per year over the last three years for local governments across the State of Georgia. The assigned Mercer team is based in the Athens, GA area and brings decades of upper-level Georgia local government management and human resource experience to your search.

The following is a partial list of city and county manager/assistant searches we have successfully conducted representing a wide range of **Georgia** communities:

**Cities**

Columbus, Newnan, Adel, Tucker, Roswell, Bainbridge, Flowery Branch, Lawrenceville, Hinesville, Jesup, Madison, Social Circle, Valdosta, Richmond Hill, Tifton, Kennesaw, Loganville

**Counties**

Barrow, Bryan, Glynn, Hall, Liberty, Thomas

Alan Reddish and I will be the Mercer Group Associates team assigned to your search. Our biographical information is included below for your review. Mr. Reddish will serve as the Senior Project Advisor ensuring delivery of all critical elements of the search, evaluating qualifications of applicants, interacting with City of Griffin leadership as needed, and assisting with coordination of candidate interviews. I will be the Project Manager in support of all aspects of the search and will be your primary contact. This national search will be supported by the Mercer Group Associates consortium of consultants which has assisted communities nationwide with over 2,200 executive level searches. This network and national experience are important assets for attracting and encouraging highly qualified candidates to consider the Griffin City Manager opportunity.

Included in this proposal for your consideration is an overview of our firm and project team, scope of services, project timeline, guarantees, and fee structure, as well as our Professional Services Agreement. We look forward to working with the City of Griffin on this important project. If you have any questions concerning our proposal, please contact me at (706) 371-6126 or jeffhale@localgovhrs.com.

Sincerely,



**Jeff Hale**
Senior Associate, Mercer Group Associates

# 02 Firm Overview and Project Team

## Who We Are

Mercer Group Associates is a consortium of senior level consultants who bring decades of previous experience as practitioners in local, state, and federal government, as well as institutions of higher education and municipal leagues to each engagement.

Mercer Group Associates consultants have served as county and city managers, public safety leaders, risk managers, state league directors, federal legislative development officers, upper-level strategic planners, human resources directors, government legal counselors, and finance directors. We are excited to partner with you to bring this level of expertise to your project.

**2,200+**
Executive level searches by the Mercer consortium nationwide

**15**
Georgia executive searches per year, averaged over the last three years

**90**
Day target from notice to proceed to City Manager selection

**Mercer Group Associates provides an array of services including**

- **Executive Searches**
- Strategic Planning
- Compensation Studies
- Organizational Improvement Analysis
- Public Safety Leadership Development
- Financial and Budget Strategies
- Succession Planning
- Administrative Investigation

Mercer Group Associates provides high touch, responsive expertise to every project where we are committed to providing a dedicated team that is accessible and highly invested in your project.

Our goal in executive search is to identify highly qualified and suitable candidates for moving your organization forward in service to your community. We are fully committed to the continued delivery of services on-time, on-budget, with highly effective, workable outcomes that build organizational health. We will provide the City of Griffin with no less.



Senior Project Advisor

# Alan Reddish

Senior Associate, Mercer Group Associates

**Alan Reddish** specializes in executive search for Mercer Group Associates and will serve as the Senior Project Advisor for this search. He focuses his work on the State of Georgia having completed an average of 12 to 15 Georgia local government executive searches per year since 2017. Mr. Reddish will serve as the Senior Project Advisor ensuring delivery of all critical elements of selected search services, evaluating qualifications of all applicants, interacting with city leadership as needed, and assisting with coordination of candidate interviews.

Mr. Reddish has over 35 years of experience as a local government manager serving as Manager in three Georgia communities, most recently retiring as Manager of the Unified Government of Athens-Clarke County after 15 years of service. In that capacity Mr. Reddish was responsible for an operating budget exceeding $190 million, 1,700 employees, and three capital programs totaling over $500 million. During his tenure as Manager, Mr. Reddish conducted many national searches to recruit and hire a professional team of department directors to ensure efficient delivery of services to the Athens-Clarke County community of 123,000, which is home to the University of Georgia.

Mr. Reddish's professional career also includes three years of service as the Associate Director of the Carl Vinson Institute of Government at the University of Georgia. In that role he was responsible for the management of faculty and support staff that delivered 500 training and professional development programs annually to local and state government officials throughout Georgia.

Mr. Reddish holds a Bachelor's degree in Political Science from the University of Georgia and a Master's degree in Public Administration from Troy State University. He received the first Pillar of the Profession Award from the Georgia City/County Management Association which annually recognizes a person that has demonstrated a sustained commitment to personal and professional development along with mentoring, coaching, and counseling peers and other local government officials.

**Experience**
35+ years as a Georgia local government manager

**Education**
BA, University of Georgia; MPA, Troy State University

**Recognition**
First GCCMA Pillar of the Profession Award



Project Manager · Primary Contact

# Jeff Hale

Senior Associate, Mercer Group Associates

**Jeff Hale** is a Senior Associate with Mercer Group Associates and will serve as the Project Manager for this search. As an experienced Human Resources professional, Mr. Hale led recruitment and retention efforts throughout his 16-year tenure with the consolidated city/county government in Athens, GA, with over 1,700 employees in a community of over 128,000 and home to the University of Georgia. He served as the HR Director for seven years as a key member of the management team over government-wide human resources and risk management. Mr. Hale is an accomplished HR executive who has successfully led large, complex initiatives across a wide range of HR functions and brings a service orientation to every project. Mr. Hale has experience working closely with city management and understands the necessary expertise, traits, characteristics, and problem-solving approaches that predict success in the critical and complex role of City Manager.

Mr. Hale has led and participated in a wide variety of successful executive searches throughout his career. With Mercer Group Associates, he has demonstrated a keen ability to identify highly qualified candidates, build rapport, and communicate client needs to ensure a selective pool of applicants who might not otherwise have applied. Mr. Hale has recently helped the Town of Edenton, NC place a new Fire Chief, the City of Jacksonville, NC place a City Attorney, Greensboro ABC, NC find an Assistant General Manager, the City of Boca Raton, FL recruit a new City Manager, the City of Athens, AL find a highly qualified Public Works Director and has been integral in Police Chief selections in Minnesota, as well as in CEO, Director, and CFO placements for local government risk management associations in Colorado, Kansas, Kentucky, and Nebraska.

Mr. Hale has a master's degree in American Government and Public Law from the University of Georgia and a bachelor's degree in political science from Knox College in Galesburg, IL. He has maintained professional certifications to include the SHRM-CP designation and Certified Human Resources Manager from the University of Georgia's Carl Vinson Institute of Government.

**Experience**
16 years with Athens-Clarke County; 7 as HR Director

**Education**
MA, University of Georgia; BA, Knox College

**Certifications**
SHRM-CP; Certified Human Resources Manager

# 03 Scope of Services

Engaging Mercer Group Associates ensures that the new City Manager will be selected through a thorough, objective national search process.

The Scope of Services described below will ensure that the search process is on time, within budget, and produces the best available pool of talent for consideration by the city. Leveraging Mercer's experience and reputation in executive search services builds further confidence in the integrity of the recruitment and selection process, supports equal opportunity, and provides independent professional expertise.

## Position Analysis

Our process begins with understanding as we first conduct a position analysis to identify the specific KSAs, traits, characteristics, and background that will define success for the new City Manager. Mercer will review key documents and conduct individual interviews with the Mayor and Commissioners and other identified stakeholders to learn about the historical and organizational context of the position; organizational needs; issues, challenges, and opportunities; as well as the preferred communication, management, and leadership styles needed in the new City Manager.

Mercer will build a highly customized profile that reflects this unique opportunity with the City of Griffin. The profile will form the basis of our recruitment efforts and will highlight your community's quality of life, resources, and attractive amenities to make a compelling case for talented professionals to consider joining your team. We will engage the marketplace of active and passive job seekers through our ever-growing national network and through targeted channels for reaching prospective candidates.

**Deliverables**

- Position Analysis: interviews with leadership and stakeholders; analysis of the job description, total compensation, budget and resources, and other relevant documents
- Customized Recruitment Brochure to be approved by the city

## Recruitment — The Mercer Network

Mercer will actively and continuously market the City Manager opportunity over a 30-day recruitment cycle, reaching qualified candidates nationwide but with a sensitivity to those with local, state, and regional qualifications. Mercer will make direct contact with hundreds of City/County Managers and Assistant/Deputy Managers, as well as other upper-level local government professionals to market the City of Griffin's City Manager opportunity.

We will contact potential applicants in our extensive network while identifying additional candidates based on the unique needs of the City of Griffin. Our recruitment plan will include advertisement on specialized national, state, and local websites, as well as with appropriate professional associations, newsletters, and listservs. Mercer places a premium on advertising and individual outreach efforts that invite professionals of all relevant backgrounds and characteristics to apply. We believe those efforts serve to strengthen organizations and the communities they serve.

**Deliverables**

- Recruitment Plan identifying targeted recruitment channels and job site postings
- A pool of highly qualified applicants available in the current market who meet the specific needs of the City of Griffin

## Candidate Screening

Mercer will assess the technical background, experience, education and training, management and communication styles, professional goals, and personality traits of applicants through their application materials, telephone and/or video interviews, and preliminary internet checks. Mercer knows you are looking for a long-term employment relationship with a professional who will embrace the City of Griffin and your organizational values. We will also seek those who are most suitable for your specific role and organizational culture.

## Candidate Screening (continued)

**Evaluate —** Mercer will receive, track, and evaluate applications to identify a short list of candidates who most closely match position profile criteria. We will keep applicants well informed of the status of their applications and appropriately keep applicants of interest engaged.

**Present —** Mercer will present our recruitment efforts, a summary of the resulting applicant pool, and information known to date about our identified short-list of candidates.

**City Decides —** The City of Griffin will make all employment decisions with respect to applicants throughout the selection process, beginning with the approval of a semifinalist list from a shortlist of candidates developed by Mercer.

Mercer will then conduct initial background screening for those selected candidates to prepare them for a potential on-site interview. The deliverables below describe information that will be provided to the City to aid you in the approval of the semifinalist list of candidates.

**Deliverables**

- Recruitment Summary, Applicant Summary
- Candidate summaries, application materials, one-way video interview responses for a short list of promising candidates
- Mercer insights to date into candidate backgrounds, goals, readiness, and motivations

## Background Screening

Mercer will conduct limited background screening of each semifinalist candidate selected by the city for on-site interviews. The Mayor and Commissioners, and other designated interview panelists selected by the city, will benefit from Mercer's preview of candidate backgrounds, goals, strengths, opportunities for development, motivations, and other information in the form of a written report. This report, along with previously gathered information, will further describe candidate qualifications and suitability allowing panelists to be fully informed and prepared for the interview process.

**Deliverables**

- Verification of employment and academic credentials; preliminary third-party criminal and motor vehicle records checks and credit checks; Mercer conducted reference checks and social media/internet reviews
- Candidate Background Reports

## Onsite Interviews

Mercer will coordinate an interview process that best meets the needs of the city. The interview panel(s) may include subject matter experts and additional stakeholders as designated by the city. Mercer will facilitate interviews and participate in the interview process at any appropriate level as directed.

Mercer will provide suggested customized interview questions to ensure equal opportunity, to gain quality information for decision-making, and to support a job-related and defensible interview process. Mercer employs a competency/behavioral based interview approach. Questions will be designed to assess a candidate's past behaviors and experiences to gauge their ability to perform the specific competencies of the Griffin City Manager position. Our team will provide interview guidelines and best practices and will be on site to support an effective interview process. Mercer will facilitate post interview discussions with the panelists, provide observations and insights about candidates, and communicate to candidates as to their post interview status.

**Deliverables**

- Interview scheduling, coordination, and facilitation of interviews
- Guidelines and briefing of interview panel(s) on best practices and compliance
- Customized competency/behavioral based interview questions
- Facilitation of post interview panel discussions with Mercer observations and insights

## Negotiations

At the city's request, Mercer will provide support for the negotiation of salary, benefits, and other conditions of employment for the selected candidate. Final approval of all terms and conditions of employment and the execution of any employment agreement rest with the City of Griffin. If an employment agreement with the selected candidate cannot be negotiated, Mercer will work with the city to select an alternate candidate. The selected candidate is subject to City of Griffin final and official background checks, and any other conditional offer requirements of the City Manager position in accordance with city policy and procedure. All such information should be fully reviewed and approved by the hiring authority prior to a final offer of employment.

## Project Timeline

Mercer will develop a project calendar for city approval with specific target dates and the goal of a City Manager selection within 90 days from date of notice to proceed. Such calendar approval and commitment will mitigate the risk of scheduling conflicts and delays. Mercer will provide timely responses and communications throughout the project and will depend on the same from the city to meet approved target dates.

The major project activities and estimated days for completion are listed below. However, the calendar will remain flexible in order to meet the city's specific procedural and calendar needs, as well as to reduce the timeline when both possible and advisable.




| | | |
|---|---|---|
| **1. Position Analysis / Interview Stakeholders**<br>Days 1–14 | | 14 |
| **2. Marketing Material Development and Recruitment Process**<br>Days 15–54 | | 40 |
| **3. Application Review & Candidate Screening**<br>Days 55–64 | | 10 |
| **4. Candidate Background Screening**<br>Days 65–85 | | 21 |
| **5. Interview / Selection Process**<br>Days 86–88 | | 3 |
| **6. Follow-up / Negotiate Employment Agreement**<br>Days 89–90 | | 2 |

**Total estimated time from notice to proceed** **90 days**

# 04 Mercer Guarantees and Fee Structure

## Mercer Guarantees

Mercer Group Associates enjoys a hard-won reputation for excellence, professionalism, and the highest integrity.

We are committed to the highest standards required of those of us who serve and have served in local government. We maintain that reputation in part by providing the following assurances:

1. **Suitable Candidate Guarantee**

   If there is not a suitable candidate in the developed applicant pool, Mercer will conduct an additional search (one-time only) and will charge the city only for the cost of additional expenses.

2. **12-Month Placement Guarantee**

   If the candidate selected, hired, and onboarded leaves for any reason (including termination) during the 12-month period following the date of employment, Mercer will conduct an additional search (one-time only) and will charge the city only for the cost of additional expenses required to make the new placement.

3. **City Staff Protection**

   Mercer will not recruit candidates from the city staff for two years from the date of hire of the selected candidate without the approval of the Mayor and Board of Commissioners or other designated authority.

4. **Placed Candidate Protection**

   Mercer will never recruit a candidate we placed as long as they are employed by the city without the approval of the Mayor and Board of Commissioners or other designated authority.

## Fee Structure

Mercer will provide executive search services as described above for a base fee of $18,000.00 (eighteen thousand dollars). The base fee is invoiced in thirds with the second and third billing inclusive of any reimbursable direct costs as follows:

**Base Fee**

**$18,000**

Invoiced in three equal installments

**Direct Cost Reimbursables**

**$4,900**

Not to exceed without written approval of the city

| | Billing Milestone | Amount |
|---|---|---|
| 1 | One-third of the base fee at the time notice to proceed with the search is issued, usually in the form of a Mercer Group Associates executed Professional Services Agreement (see Attachment A, inclusive of the Scope of Services described above). | **$6,000.00** |
| 2 | The second third of the base fee and initial expense reimbursement when applications are closed and Mercer provides a recommended list of semi-finalists to the City to be approved for more intensive review by Mercer. | **$6,000.00** + expenses |
| 3 | The final third of the base fee and final expense reimbursement when interview packages for the semi-finalists approved by the city are delivered to the city and interview dates are established by Mercer in coordination with the city. | **$6,000.00** + expenses |
| | **Total Base Fee** | **$18,000.00** |

### Direct Cost Reimbursables

Costs for direct expenses for reimbursement will not exceed $4,900.00 (four thousand nine hundred dollars) without the written approval of the city. Direct expenses may be incurred for marketing material design, advertising, initial third-party background checks, customary expenses for consultant travel, and other reasonable incidentals. The costs for candidates to travel to Griffin for interviews or other reasons approved by the city are not included in the Professional Services Agreement but may be reimbursed by the city directly to the candidates selected for interviews.

# Attachment A — Professional Services Agreement

This AGREEMENT, made as of this _____ day of _____ 2026, by and between Localgov HR Solutions, LLC dba Mercer Group Associates and the City of Griffin, a municipal corporation of the State of Georgia.

**WITNESSETH:**

WHEREAS the City of Griffin (hereinafter referred to as "City") has made a request for a final proposal from Localgov HR Solutions, LLC dba Mercer Group Associates (hereinafter referred to as "Mercer") to assist the City conducting a search for a City Manager (hereinafter referred to as "Manager"); and

WHEREAS the City selected Mercer's proposal as the proposal that best meets its needs and the City desires to hire Mercer to perform the search; and

WHEREAS Mercer desires to provide professional assistance to the City as it undertakes its responsibility of hiring a Manager.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to work with the City to conduct an effective search process for filling the position of Manager in accordance with the Scope of Services attached and made a part of this agreement.
2. The City agrees to compensate Mercer for its services with a base fee of $18,000 (eighteen thousand dollars). The City also agrees to reimburse Mercer for direct expenses incurred such as marketing material design, advertising, preliminary third-party background checks, approved travel, and other reasonable incidentals. Cost for direct expenses will not exceed $4,900 (four thousand nine hundred dollars) without written approval of the City.
3. The City agrees to pay one-third of the base fee ($6,000.00) at the time notice to proceed is given to Mercer; one-third of the base fee ($6,000.00) when applications are closed and Mercer provides a recommended list of semi-finalists to the City to be approved for more intensive review by Mercer; and the final one-third of the base fee ($6,000.00) when interview packages for the semi-finalists approved by the City are delivered to the City and interview dates are established by Mercer in coordination with the City. All payments for agreed upon services shall be due and payable upon submittal of Mercer invoice describing services completed.

4. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Georgia.

5. The City and Mercer agree that Localgov HR Solutions, LLC dba Mercer Group Associates is an independent contractor to the City and Mercer acknowledges that it will not be the recipient of any benefits granted to employees by the City.

6. Mercer warrants that it carries necessary and sufficient insurance coverages to protect its interests and acknowledges that municipalities are most often prevented from indemnifying third party professional services. Mercer will provide Certificate of Insurance and other documentation required to verify contractual insurance requirements.

7. Mercer confirms that the firm presently is a member of the E-Verify program and will apply the E-Verify process during the entire duration of this contract to ensure the firm does not employ or sub-contract with persons who are undocumented immigrants or who otherwise cannot legally work in the United States.

8. Mercer confirms that the firm is an equal opportunity employer and assures equal opportunity based on ability and fitness for all employees, contractors, and applicants regardless of race, color, religion, sex, sexual orientation, gender identity, pregnancy, age, marital status, past/present/future military status, national origin, disability, or genetic information. Our equal employment policy is disseminated to all applicants, employees, and contractors. The intent of this policy applies to internal operations, recruitment, and consulting activities conducted by the firm.

9. The City and Mercer both agree that in the event any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of the receipt of such notice.

10. The parties shall have the right at either party's convenience to terminate this Agreement following ten (10) days written notice to the affected party. Should either party terminate this agreement, the City shall only be obligated to pay Mercer for those services rendered as of the date of termination.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

| **LOCALGOV HR SOLUTIONS, LLC dba MERCER GROUP ASSOCIATES** | **CITY OF GRIFFIN, GEORGIA** |
|---|---|
| Signature | Signature |
| **Jeff Hale, Senior Associate** | |
| Print Name and Title | Print Name and Title |
| Date | Date |

# Attachment B — City/County Manager and Administrator Searches

2016 to 2026 · Georgia searches highlighted in blue

**Aberdeen, Washington**
City Administrator

**Adel, Georgia**
City Manager

**Avondale Estates, Georgia**
City Manager

**Bainbridge, Georgia**
City Manager

**Barrow County, Georgia**
County Manager

**Beacon, New York**
City Administrator

**Bellevue, Washington**
Deputy City Manager

**Benson, North Carolina**
Town Manager

**Berwyn Heights, Maryland**
Town Manager

**Billings, Montana**
City Administrator

**Biscayne Village, Florida**
Village Manager

**Bladensburg, Maryland**
Town Manager

**Bowie, Maryland**
City Manager

**Brattleboro, Vermont**
Town Manager

**Brevard County (Viera), Florida**
County Manager

**Brunswick, Georgia**
City Manager

**Bryan County, Georgia**
Assistant County Administrator

**Cambridge, Maryland**
City Manager

**Carrollton, Georgia**
Assistant City Manager

**Cartersville, Georgia**
City Manager

**Charlotte, North Carolina**
City Manager

**Cheverly, Maryland**
Town Administrator

**City of South Fulton, Georgia**
City Manager

**Clarkston, Georgia**
City Manager

**Clayton, North Carolina**
Town Manager

**Cleveland, Tennessee**
City Manager

**Clinton, North Carolina**
City Manager

**Cocoa, Florida**
City Manager

**College Park, Maryland**
City Manager

**Columbus, Georgia**
City Manager

**Coventry, Rhode Island**
Town Manager

**Cramerton, North Carolina**
Town Manager

**Creedmoor, North Carolina**
City Manager

**DeBary, Florida**
City Manager

**Delray Beach, Florida**
City Manager

**Delta, Colorado**
City Manager

**Deltona, Florida**
City Manager

**Dover, Delaware**
City Manager

**Dunedin, Florida**
City Manager

**Edenton, North Carolina**
Town Manager

**Edmond, Oklahoma**
City Manager

**Emerald Isle, North Carolina**
Town Manager

**Fairburn, Georgia**
City Administrator

**Flowery Branch, Georgia**
City Manager

**Forest Heights, Maryland**
Town Administrator

**Forest Lake, Minnesota**
City Administrator

**Forsyth County, Georgia**
County Manager

**Franklin, New Hampshire**
City Manager

**Franklinton, North Carolina**
Town Manager

**Garrett Park, Maryland**
Town Manager

**Gaston County, North Carolina**
Assistant County Manager

**Glynn County, Georgia**
County Manager

**Goldsboro, North Carolina**
City Manager

**Great Falls, Montana**
Deputy City Manager

**Hall County, Georgia**
County Administrator

**Hallandale Beach, Florida**
City Manager

**Hampton, Virginia**
Assistant City Manager

**Hartford, Vermont**
Town Manager

**Hastings, Minnesota**
City Administrator

**High Point, North Carolina**
City Manager

**Hinesville, Georgia**
City Manager

**Indian River Shores, Florida**
Town Manager

**Indian Trail, North Carolina**
Town Manager

**Isle of Palms, South Carolina**
City Administrator

**Jacksonville, North Carolina**
City Manager

**Jesup, Georgia**
City Manager

**Kennesaw, Georgia**
City Manager

**Largo, Florida**
City Manager

**Las Cruces, New Mexico**
City Manager

**Lawrenceville, Georgia**
City Manager

**Lebanon, New Hampshire**
City Manager

**Liberty County, Georgia**
Assistant County Administrator

**Loganville, Georgia**
City Manager

**Los Angeles County, California**
Assistant CEO & Legislative Affairs

**Madison, Georgia**
City Manager

**Mankato, Minnesota**
City Manager

**Manteo, North Carolina**
Town Manager

**Marco Island, Florida**
City Manager

**New Carrollton, Maryland**
City Administrative Officer

**New Shoreham, Rhode Island**
Town Manager

**Newnan, Georgia**
Assistant City Manager

**Norcross, Georgia**
City Manager

**Oxford, North Carolina**
City Manager

**Palatka, Florida**
City Manager

**Palmetto Bay, Florida**
Village Manager

**Pickens County, South Carolina**
County Administrator

**Pocomoke City, Maryland**
City Manager

**Polson, Montana**
City Manager

**Poolesville, Maryland**
Town Manager

**Port Orange, Florida**
City Manager

**Portsmouth, Virginia**
City Manager

**Portsmouth, Virginia**
Deputy City Manager

**Poughkeepsie, New York**
City Administrator

**Powhatan County, Virginia**
County Administrator

**Richmond Hill, Georgia**
Assistant City Manager

**Roosevelt City, Utah**
City Manager

**Rosenberg, Texas**
City Manager

**Roswell, Georgia**
City Administrator

**Sandy Springs, Georgia**
Assistant City Manager

**Scottsdale, Arizona**
City Manager

**Seabrook Island, South Carolina**
Town Administrator

**Sidney, Nebraska**
City Manager

**Smyrna, Tennessee**
Town Manager

**Social Circle, Georgia**
City Manager

**South Kingstown, Rhode Island**
Town Manager

**South St. Paul, Minnesota**
City Administrator

**Southern Shores, North Carolina**
Town Manager

**St. Cloud, Florida**
City Manager

**Sumter County, Georgia**
County Manager

**Takoma Park, Maryland**
City Manager

**Taneytown, Maryland**
City Manager

**Temple Terrace, Florida**
City Manager

**Thomas County, Georgia**
County Manager

**Tifton, Georgia**
City Manager

**Tucker, Georgia**
City Manager

**Tucker, Georgia**
Assistant City Manager

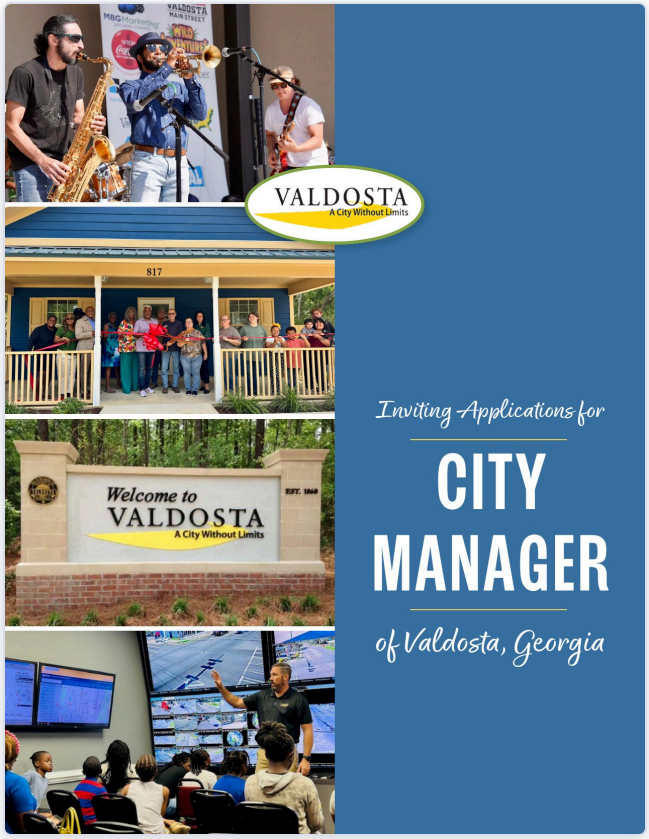
**Valdosta, Georgia**
City Manager

**West St. Paul, Minnesota**
City Manager

**Westminster, Maryland**
City Administrator

# Attachment C — Mercer Group Associates Sample Recruitment Brochure

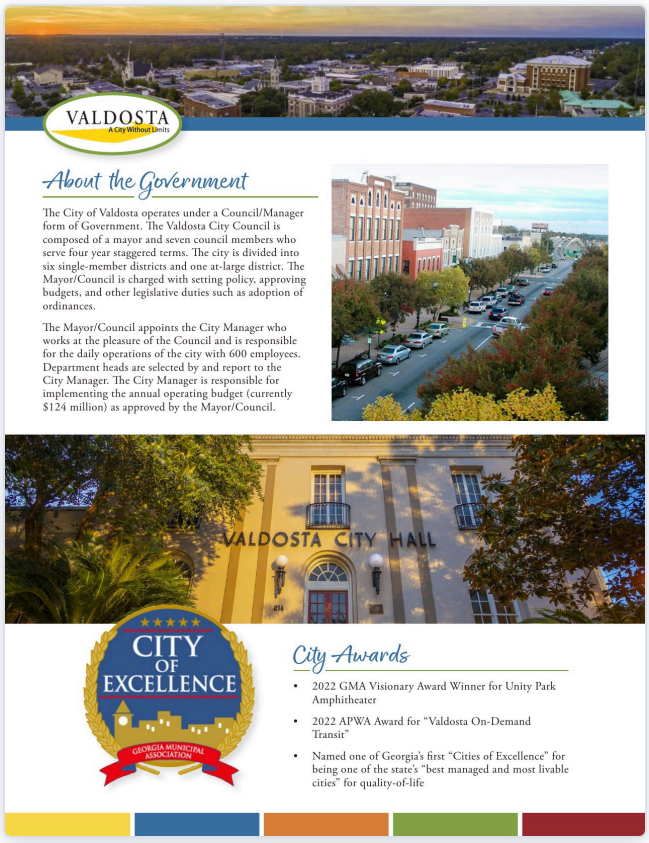
Working with Griffin staff and other resources, a similar brochure that describes the position and the Griffin community will be developed.




Cover



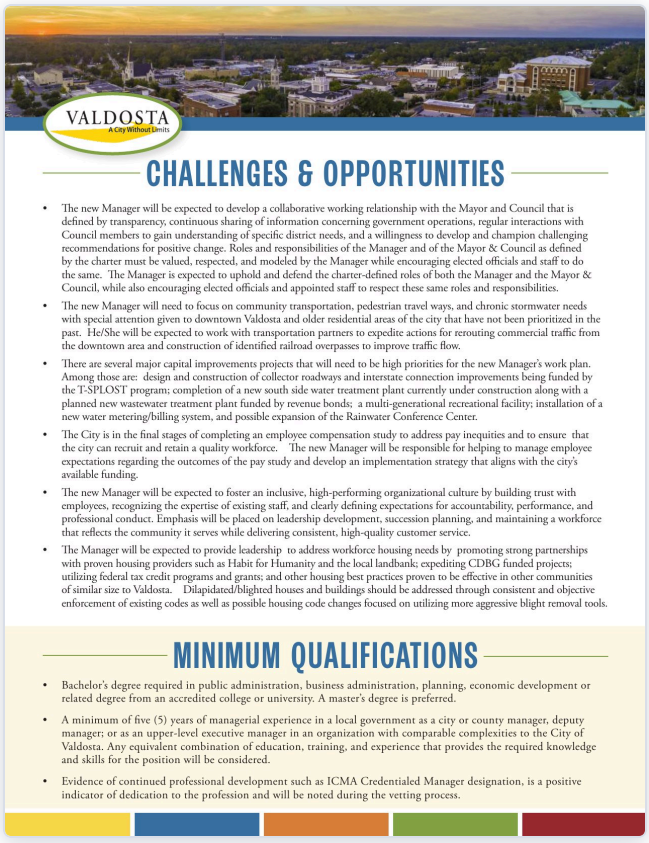

About the City




About the Government




About the Position · The Ideal Candidate



VALDOSTA
A City Without Limits

## CHALLENGES & OPPORTUNITIES

- The new Manager will be expected to develop a collaborative working relationship with the Mayor and Council that is defined by transparency, continuous sharing of information concerning government operations, regular interactions with Council members to gain understanding of specific district needs, and a willingness to develop and champion challenging recommendations for positive change. Roles and responsibilities of the Manager and of the Mayor & Council as defined by the charter must be valued, respected, and modeled by the Manager while encouraging elected officials and staff to do the same. The Manager is expected to uphold and defend the charter-defined roles of both the Manager and the Mayor & Council, while also encouraging elected officials and appointed staff to respect these same roles and responsibilities.
- The new Manager will need to focus on community transportation, pedestrian travel ways, and chronic stormwater needs with special attention given to downtown Valdosta and older residential areas of the city that have not been prioritized in the past. He/She will be expected to work with transportation partners to expedite actions for rerouting commercial traffic from the downtown area and construction of identified railroad overpasses to improve traffic flow.
- There are several major capital improvements projects that will need to be high priorities for the new Manager's work plan. Among those are: design and construction of collector roadways and interstate connection improvements being funded by the T-SPLOST program; completion of a new south side water treatment plant currently under construction along with a planned new wastewater treatment plant funded by revenue bonds; a multi-generational recreational facility; installation of a new water metering/billing system, and possible expansion of the Rainwater Conference Center.
- The City is in the final stages of completing an employee compensation study to address pay inequities and to ensure that the city can recruit and retain a quality workforce. The new Manager will be responsible for helping to manage employee expectations regarding the outcomes of the pay study and develop an implementation strategy that aligns with the city's available funding.
- The new Manager will be expected to foster an inclusive, high-performing organizational culture by building trust with employees, recognizing the expertise of existing staff, and clearly defining expectations for accountability, performance, and professional conduct. Emphasis will be placed on leadership development, succession planning, and maintaining a workforce that reflects the community it serves while delivering consistent, high-quality customer service.
- The Manager will be expected to provide leadership to address workforce housing needs by promoting strong partnerships with proven housing providers such as Habit for Humanity and the local landbank; expediting CDBG funded projects; utilizing federal tax credit programs and grants; and other housing best practices proven to be effective in other communities of similar size to Valdosta. Dilapidated/blighted houses and buildings should be addressed through consistent and objective enforcement of existing codes as well as possible housing code changes focused on utilizing more aggressive blight removal tools.

## MINIMUM QUALIFICATIONS

- Bachelor's degree required in public administration, business administration, planning, economic development or related degree from an accredited college or university. A master's degree is preferred.
- A minimum of five (5) years of managerial experience in a local government as a city or county manager, deputy manager; or as an upper-level executive manager in an organization with comparable complexities to the City of Valdosta. Any equivalent combination of education, training, and experience that provides the required knowledge and skills for the position will be considered.
- Evidence of continued professional development such as ICMA Credentialed Manager designation, is a positive indicator of dedication to the profession and will be noted during the vetting process.

Challenges & Opportunities · Qualifications



VALDOSTA
A City Without Limits

## COMPENSATION & BENEFITS

The expected starting salary range for this position is **$200,000 - $225,000** (depending on qualifications of the selected candidate).

A very comprehensive benefits package is offered for this position, including:

Health, dental and vision insurance; no cost Medical Clinic – Premise Health; Basic Life and AD&D – provided by the city at no cost; Long-term disability paid by the city; Employee Assistance Program – EAP; Pension benefit – employee contributes 3%, vested in 10 years; Deferred Compensation 457 offered through Empower and Paid time off (PTO) and paid holidays.

The city offers a generous annual and sick leave program, as well as vehicle and cell phone allowances. Relocation expenses are negotiable.



## HOW TO APPLY

Interested candidates must submit by email a cover letter, resume, a list of at least five job related references (with email and phone numbers), as well as salary history **no later than March 13, 2026 to lisaward912@gmail.com.**

**Please direct any questions to Lisa Ward, Senior Associate, Mercer Group Associates, at 706-983-9326; or Alan Reddish at 706-614-4961.**

MERCER GROUP ASSOCIATES

Compensation & Benefits · How to Apply

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider cancellation of the City of Griffin Board of Commissioners' November 24, 2026 Workshop.

### SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Kelsey Carden

**Meeting Date:**
10/11/2026

**Reviewed By:**
Jennifer Freeman

## AGENDA ITEM SUMMARY

### ITEM SUMMARY:

Consider cancellation of the City of Griffin Board of Commissioners' December 22, 2026 Workshop and Regular Meetings.

### SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

### STAFF RECOMMENDATION:

Staff recommends approval.

### FINANCIAL IMPACT:

N/A

**Submitted By:**
Kelsey Carden

**Meeting Date:**
10/11/2026

**Reviewed By:**
Jennifer Freeman