AGENDA
Regular Scheduled Meeting
CITY OF GRIFFIN BOARD OF COMMISSIONERS
May 28, 2024
W. ELMER GEORGE MUNICIPAL HALL
6:00 PM

Present:

Call to order by Mayor Hollberg

Pledge of Allegiance

Invocation

Approval of Agenda

PRESENTATIONS AND DELEGATIONS

1. Presentation of proclamation for Pride Month 2024.

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.

PUBLIC HEARINGS

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

2. Receive comments regarding a minor amendment to the Downtown Urban Redevelopment Plan. *City Attorney, Andrew J. Whalen III, will address.*

3. Receive comments regarding the proposed budget for fiscal year beginning July 1, 2024 and ending June 30, 2025. *City Manager Jessica O'Connor will address*

CONSENT AGENDA

4. Consider the minutes of the City of Griffin Board of Commissioners' Regular Meetings on May 14, 2024.

5. Consider a one-year service agreement with Squeaky Clean in the amount of $9,087.00 to provide cleaning services at Historic City Hall every two weeks. *Jeremy Stratton, Economic Development Director, will address.*

6. Consider a contract for water and sewer construction services for Phase II of the Community Development Block Grant (CDBG), Rushton Mill Area, from RDJE, Inc., lowest responsive bidder, in the amount of $1,447,854.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

7. Consider purchase from Cogsdale, Sole Source, to provide software maintenance and upgrades to the Cogsdale Customer Management and Utility Billing System in the amount of $216,166.95. *Chief Technology Officer Gibb Cotton will address.*

8. Consider declaring as surplus the attached list of property kept in the Griffin Police Department Evidence Room. *Lieutenant Brandon Walden will address.*

9. Consider the purchase of 84 feet of Box Culverts and materials for installation from Foley Products Company, sole source, in the amount of $52,000.00. *Director of Stormwater, Ariel Blanton, will address.*

REGULAR AGENDA

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

10. Consider an amendment to the Downtown Urban Redevelopment Plan and consider a Resolution designating the Downtown Development Authority of the City of Griffin, Georgia as the Board of Directors of the Urban Redevelopment Agency of the City of Griffin, Georgia. *City Attorney, Andrew J. Whalen III will address.*

11. Consider a resolution abandoning the 20' portion of undeveloped right-of-way of North Fifth Street (0.097 acres/4,209 square feet of land). *Staff Attorney, Kelsey Carden, will address.*

12. Consider, on second reading, an ordinance amending Code of Griffin, Chapter 54, Health and Sanitation, by adding Article III, Mobile Food Vendor. *Staff Attorney, Kelsey Carden, will address.*

13. Consider a change order with North Georgia Concrete, Inc. increasing the original contract sum of $813,355.81 in the amount of $34,614.65 for a total of $847,970.46 for the concrete bridges at the Griffin Gol Course. *Public Works Director, Mariza Eller, will address.*

14. Consider MEAG Power Sale of Excess Power to the City of Grantville on behalf of the City of Griffin in the amount of 272 kW. *Electric Director, Jennifer Freeman will address.*

15. Consider, on first reading, an Ordinance approving the 2022 Amendments to the GMEBS Defined Benefit Retirement Plan, which the City of Griffin participates in for its employees. *City Attorney, Drew Whalen, will address.*

16. Consider a claim for personal injury to Eric Folsom, based upon Ante Litem Notice from Morgan & Morgan, dated April 26, 2024, received May 17, 2024, for injuries sustained in a single-vehicle accident on April 9, 2024, and demand for settlement in the amount of $1,000,000. *City Attorney Drew Whalen will address.*

17. Commissioners to appoint one board member to fill the new position created by the Board of Commissioners' approval of an amendment to the Environmental Council ordinance. This appointment will be a seven-month term set to expire 12/31/24.

18. Commissioners to appoint a Commissioner to the Griffin Environmental Council (GEC) for term set to expire 12/31/24.

19. Commissioner McCord to appoint a member to the City Board of Ethics, District 6, to fulfill a term set to expire 12/31/2024, per Ordinance in the Code of Griffin at Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS.

20. Commissioner McCord to appoint a member to the Planning and Zoning Board for District 6 to fulfill an unexpired term set to expire on 12/31/2024.

21. Consider cancellation of the scheduled Workshop and Regular meetings on Tuesday, June 25, 2024 due to the Georgia Municipal Association Annual Convention. *City Manager, Jessica O'Connor, will address.*

CITY MANAGER'S REPORT

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

CITY ATTORNEY COMMENTS

CITY COMMISSIONER COMMENTS

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

ADJOURN

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

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Presentation of proclamation for Pride Month 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Pride 2024.pdf

Proclamation

Pride Month 2024

WHEREAS, The uprising at the Stonewall Inn in June 1969 sparked a liberation movement and a call to action that continues to inspire us to live up to our Nation's promise of equality, liberty, and justice for all. Pride is a time to recall the trials the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community has endured and to rejoice in the triumphs of trailblazing individuals who have bravely fought, and continue to fight, for full equality; and

WHEREAS, The LGBTQ+ community in America has achieved remarkable progress since Stonewall. June has become a nationally recognized moment to celebrate and honor the way LGBTQ+ Americans have overcome adversity and enriched our society. Members of the LGBTQ+ community now serve in nearly every level of public office: in city halls and State capitals, in Governors' mansions and in the halls of the Congress.

WHEREAS, For all of our progress, there are many States in which LGBTQ+ individuals still lack protections for fundamental rights and dignity in hospitals, schools, public accommodations, and other spaces. Our nation was founded on the principle of equal rights for all people, and the City of Griffin strives to be a community where everyone is celebrated for our differences, rather than being limited by what might divide us.

NOW, THEREFORE BE IT RESOLVED,

that the Board of Commissioners of the City of Griffin does hereby proclaim June 2024 to be ***Pride Month 2024*** in the City of Griffin and urges all citizens to support efforts to promote equality and affirmation of the LGBTQ+ Community and to recognize and celebrate the many ways in which the LGBTQ+ community has contributed to the history, culture and social fabric of this nation of this City.

IN WITNESS

WHEREOF, I have hereunto set my hand and caused the Seal of the City of Griffin to be affixed on this 28th day of May in the year of our Lord two thousand and twenty-four.

_____

Douglas S. Hollberg, Mayor

_____

Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding a minor amendment to the Downtown Urban Redevelopment Plan. *City Attorney, Andrew J. Whalen III, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

For funding purposes, the Downtown Urban Redevelopment Plan needs a minor amendment to the Redevelopment Action Plan Status Report and the 2022 Redevelopment Plan Project List regarding improvements as specific projects to both the parking deck at One Griffin Center and roof repairs to One Griffin Center.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The Urban Redevelopment Agency has the ability to issue revenue bonds for projects within the Urban Redevelopment Area, which includes One Griffin Center. Bonds are a more fiscally conservative way to fund larger projects for municipalities that may not otherwise be fiscally possible.

Submitted By:
Chad Jacobs

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Downtown Griffin URP Final 2022 with Appendix and minor amendments.pdf

CITY OF GRIFFIN DOWNTOWN REDEVELOPMENT PLAN

November 2022



Prepared by Three Rivers Regional Commission

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Griffin City Commission

Douglas S. Hollberg, Mayor

Cynthia Ward, District 1

Cora Flowers, District 2

Holly Murray, District 3

David Brock, District 4

Truman L. Tinsley III, District 5

Rodney McCord, District 6

Griffin City Staff

Jessica O'Connor, City Manager

Jeremy Stratton, Economic Development Director

Chad Jacobs, Planning and Development Director

Michelle Haynes, Principal Planner

Regional Commission Staff

Paul Jarrell, Project Planner

Stephanie Wagner, Planner

Shari Selch, GIS Technician



Process and Stakeholder Engagement

The City of Griffin Downtown Urban Redevelopment Plan process involved engagement with city staff regarding current needs and priorities regarding the future of the downtown core of the city. A kick-off public meeting was held at the Historic City Hall where many stakeholders, residents, property owners, and downtown council staff attended.

The city put together an advisory committee with key downtown constituents to help guide the plan update. The committee met to discuss key aspects of downtown redevelopment topics.

The committee and planning team conducted two "walk-about" events to canvass the downtown area for special needs and observe important redevelopment opportunities.

Advisory Committee
Ross DeBono, Downtown Council and Main Street Board
Todd Gulledge, The Cotton Mill
Jason Chance, Downtown Development Authority
Bruce Ballard, Griffin – Spalding County Schools
Cindy Jones, Chamber of Commerce
Newton Galloway, Galloway & Lyndall LLP
Alison Pollard, Chamber of Commerce
Jude Fils-Aime, Sealth Inc.
Latonia Fils-Aime, Fils-Aime & Associates
Josh Abernathy, City Church and Downtown Council

Section 1- Introduction

Purpose

The purpose of this Griffin Downtown Redevelopment Plan (URP) is to support the City of Griffin and its partners to revitalize the downtown area and stimulate sustainable economic growth. It also serves as an update to the 2008 Urban Redevelopment Plan. Long-term goals, themes and strategies can be found in this plan.



The plan specifically lays out the current conditions showing the need for an urban redevelopment plan, concepts that could be implemented as part of future redevelopment efforts, and an implementation plan that includes tools and action steps.

Implementation of this plan and other redevelopment powers are granted to the City of Griffin through the Georgia Urban Redevelopment Act, O.C.G.A Title 36, Chapter 61 also titled the "Urban Redevelopment Law". Other tools and programs that support redevelopment projects and initiatives are mentioned in Section 3 of the plan.

The Act defines an urban redevelopment area as an area considered a "slum" or blighted area designated as appropriate for urban redevelopment projects. Blighted or "slum" areas contain a substantial number of buildings and structures, both residential or nonresidential which are dilapidated or deteriorated, defective or inadequate street layout, deteriorated sites, faulty lot layout (accessibility, usefulness, unsafe conditions), tax or other assessment delinquency exceeding fair value of the land, other conditions which endanger life or property, or any combination of factors that impairs growth of the municipality, slows the provision of housing accommodations, contributes to economic or social liability, and is a menace to the public health, safety, morals, or welfare by its present condition and use.

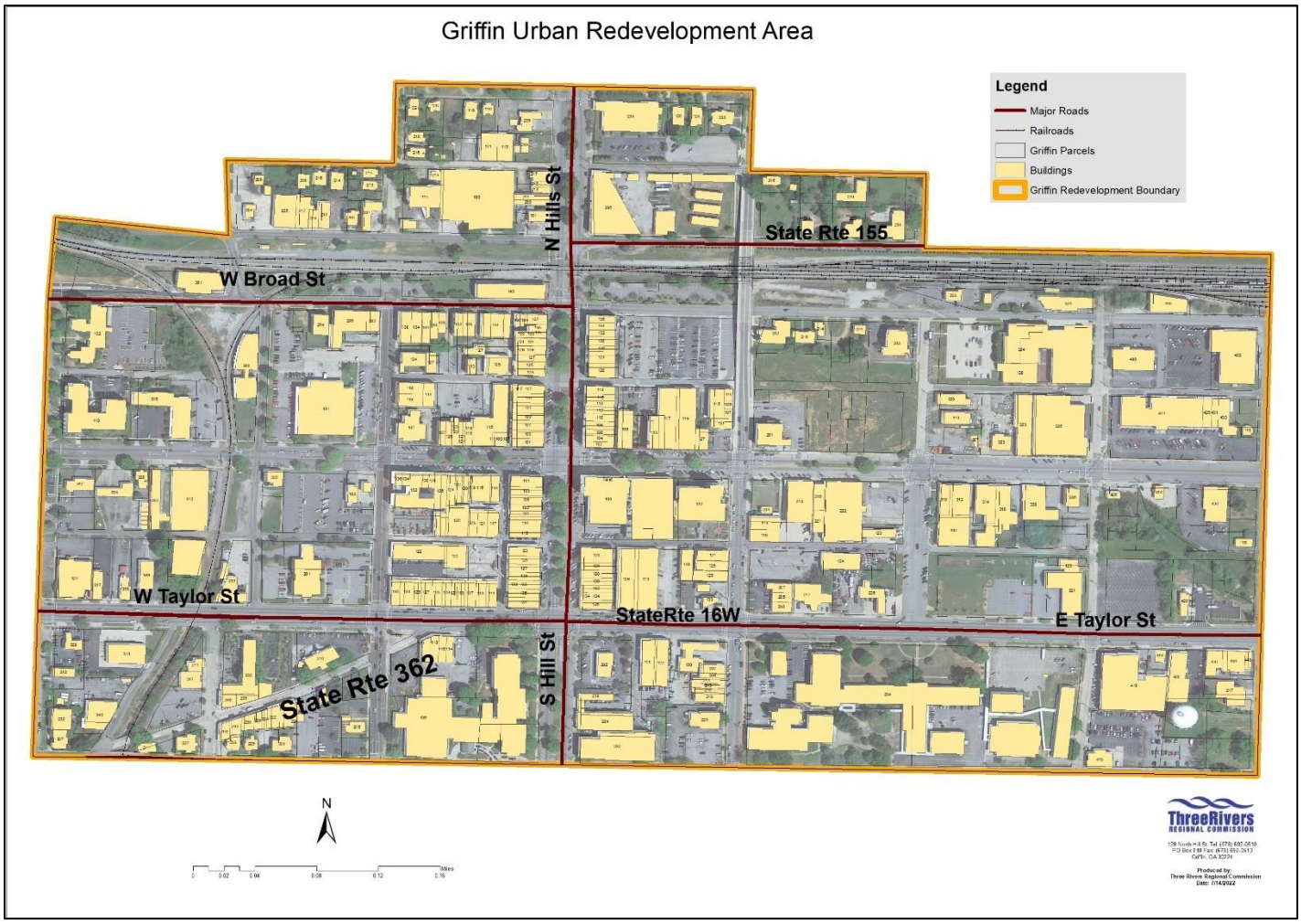
Urban Redevelopment Plan Boundaries and Description

The area is bound by 10th Street to the west, 3rd Street to the east, roughly Chappell Street to the north and Poplar Street to the south. The URP area includes the official central business zoning district plus adjacent blocks containing commercial and residential uses.

Unique in comparison to other southern towns and other towns of similar size in the region, downtown Griffin's streets are laid out in a grid pattern. Taylor and Hill Streets serve as the two main arteries, funneling car traffic through the area. Both Hill and Solomon Streets have recently undergone streetscapes.

The boundary traverses significant physical barriers including Taylor Street and the Norfolk Southern Railroad. Future redevelopment efforts will focus on increased access and connectivity across these perceived and realistic obstacles.

Downtown Griffin URP Area Map



Plan Consistency with the Local Comprehensive Plan

The 2018 Griffin Comprehensive plan specifically mentions the previous downtown redevelopment plan as part of the city's economic development strategy. The plan includes priority goals and policies supporting comprehensive downtown redevelopment and should be considered as part of the implementation of the URP. The following policy statements and implementation strategies are taken directly from the comprehensive plan. Goals and concepts from this urban redevelopment plan will be supported and carried into the next update of the comprehensive plan. That plan is due to be updated in the fall of 2023.



Economic development and redevelopment:

- A comprehensive approach to economic development to create a vibrant community
- Encourage development strategies which promote a live, learn, work, play and retire model for the City
- Establish public-private partnerships with developers that primarily focus on neighborhood revitalization
- Promote downtown revitalization
- Create business improvement districts and community improvement districts
- Embrace local history and the preservation of historic resources and neighborhoods
- Promote adaptive reuse of historic buildings
- Provide infrastructure necessary to promote economic development in a sustainable manner

Housing:

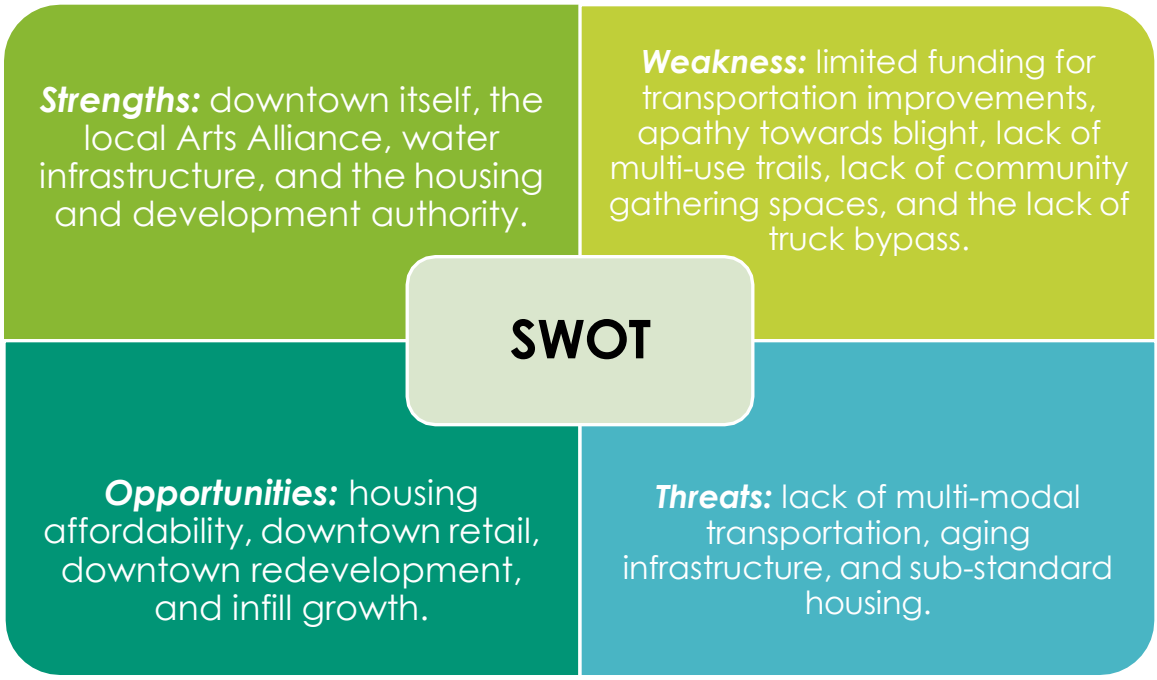
- Promote appropriate infill housing
- Promote mixed use housing development
- Promote housing around existing community facilities and amenities
- Continue evaluation of housing and property maintenance codes

Transportation and public infrastructure:

- Promote multi-modal transportation network including the expansion of sidewalks, greenways trails, and bike lanes
- Establish public-private partnerships for the establishment of public transit options
- Research and seek to adopt a local Complete Streets policy
- Promote the beautification and increased functionality of highway corridors within the city

- Increase infrastructure that supports electric cars and other future transportation needs
- Provide infrastructure and resources to support sustainability and new development
- Neighborhood parks

The comprehensive plan included a Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis. The SWOT mentioned a number of items that relate to the redevelopment efforts.



The Needs and Opportunities section of the plan listed issues that the City of Griffin should address to advance the future vision. These include:

Needs

- Public buy-in with local city initiatives
- Additional community gathering spaces
- Address high poverty level
- Pursue ways to encourage a live, work, and stay community
- Increase options for entertainment and night life
- Address blight
- Address substandard properties
- Need higher density housing close to amenities
- Increase economic diversity and tax base
- Attract more small businesses

- Promote comprehensive downtown revitalization
- Promote the use of preservation tax incentives for the rehabilitation of historic structures
- Additional downtown events
- Promote Griffin's livability and small town lifestyle
- Increase public transportation options
- Increase bike and pedestrian network and connectivity
- Create multi-modal and alternative transportation options
- Need for truck bypass around downtown
- Increase mixed-use developments
- Reduce vacancy rate of commercial spaces
- Lessen the proliferation of auto-oriented land uses along Taylor and Experiment Streets
- Identify additional historic properties and districts
- Promote local history and cultural sites
- Additional greenspace and parks

Opportunities

- Residential infill opportunities
- Housing rehabilitation programs
- The city land bank to address substandard housing
- Availability and improvements of public infrastructure and utilities
- Feasibility of a truck bypass around downtown
- Increased opportunity for mixed use development
- Promotion of appropriate infill development and ordinance
- Increased intergovernmental collaboration
- Griffin Housing Authority redevelopment efforts
- Local organizations, churches, and citizens
- Neighborhood partnership focused on revitalization
- Increased preservation and re-use of historic buildings
- Assessment and inventory of historic structures
- Preservation of local history through Griffin-Spalding Archives
- New recreational facilities and parks

In the future land use section of the comprehensive plan, downtown Griffin was designated a specific character area. The Department of Community Affairs (DCA) defines a Character Area as a specific area within the community that contains unique or special characteristics to be preserved or enhanced. Downtown Griffin certainly fits this definition and this redevelopment plan is intended to promote the preservation and enhancement of the area. Each character area includes a description of desired development patterns, preferred land uses, and implementation strategies. Those listed in the comprehensive plan support the overall goals and strategies of this urban redevelopment plan.

Development Patterns:

- Promote mixed-use development within the area
- Continue to encourage residential above commercial storefronts
- Promote the adaptive reuse of historic structures
- Enhance connectivity by maintaining sidewalks and creating other pedestrian-friendly trail/bike routes linking to neighboring residential areas and major destinations
- Encourage shared parking among uses
- Promote the redevelopment and enhancement of alleyways

Primary Land Uses:

- Commercial (retail and office)
- Mixed-use development
- Multi-family residential
- Public/Institutional

Implementation Strategies

- Enforce updated infill ordinance
- Maintain existing sidewalk network to connect downtown with adjacent neighborhoods
- Promote sensitive building rehabilitation that is in keeping with a building's existing architectural style and scale
- Continue to promote the use of façade grant program
- Incorporate bike lanes and other bike infrastructure such as bike racks for increased accessibility
- Incorporate landscaping of parking lots
- Incorporate quality signs that are scaled and placed appropriately
- Protect tree canopy

Section 2 – Assessment of Need

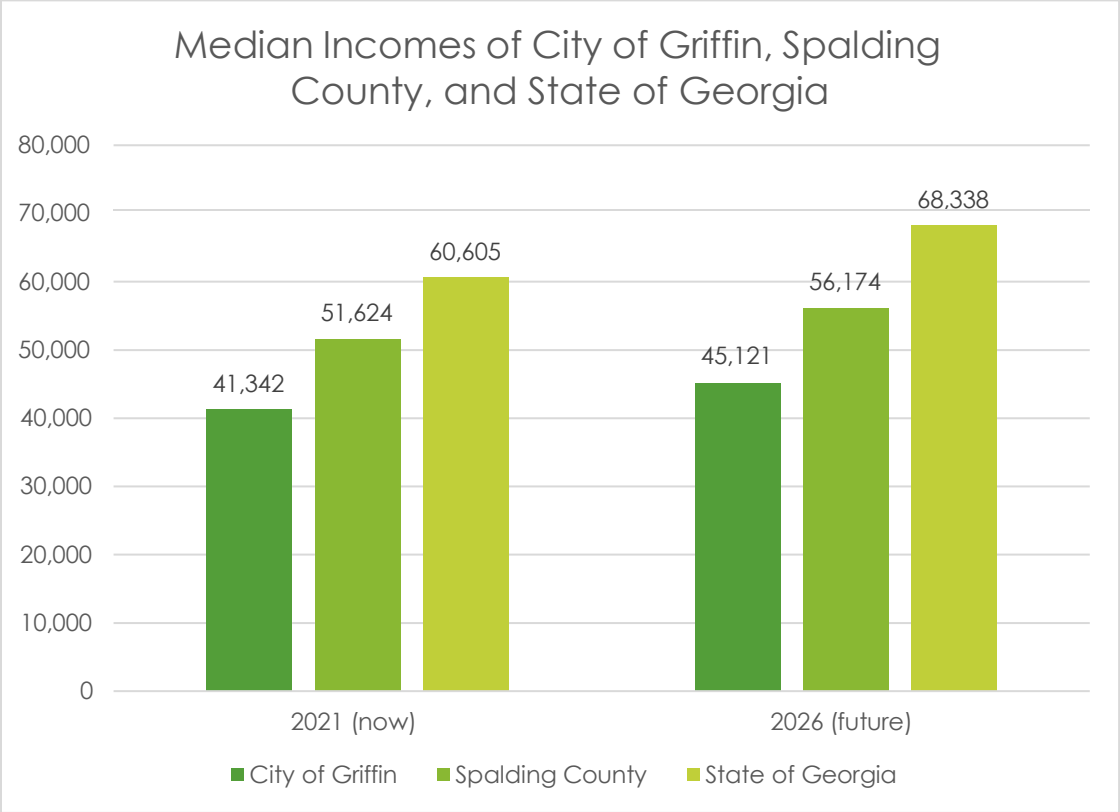
Demographics

This section of the plan discusses various demographics that relate to the redevelopment needs of downtown Griffin.

Historical and Estimated Population Change							
Area	**Year**			**Historic Population Change 2010-2020**		**Estimated Population Change 2020-2026**	
	2010	2020	2026 Estimated	#	%	#	%
City of Griffin	23,656	23,478	25,482	-178	-0.75%	2,004	7.86%
Spalding County	64,073	66,043	72,996	1,970	3.07%	6,953	9.53%
State of Georgia	9,687,653	10,711,908	11,392,648	1,024,255	10.57%	680,740	5.98%
*Source: U.S. Census, *ESRI Forecasts*							

In the last 10 years, the City of Griffin has decreased in population by 0.75% versus the Spalding County growth rate of 3.07% and the state rate of 10.57%. The 2010 and 2020 population counts come directly from official census record and may not reflect local projections. The City of Griffin is estimated to increase in population by 7.86% over the next 5 years, which is higher than the state rate of 5.98% but lower than the county rate of 9.53%. In total, slightly over 2,000 persons are estimated to be added to the City of Griffin population by 2026.

The median income for households in Griffin is $10,282 (20%) less than residents in Spalding County and $19,263 (32%) less than residents in the State of Georgia.



In 2021, Griffin residents make 19.92% less than Spalding residents, and 31.78% less than Georgia residents. In 2026, Griffin residents are estimated to make 19.68% less than Spalding residents, and 33.97% less than Georgia residents. Source U.S. Census and ESRI Forecasts.

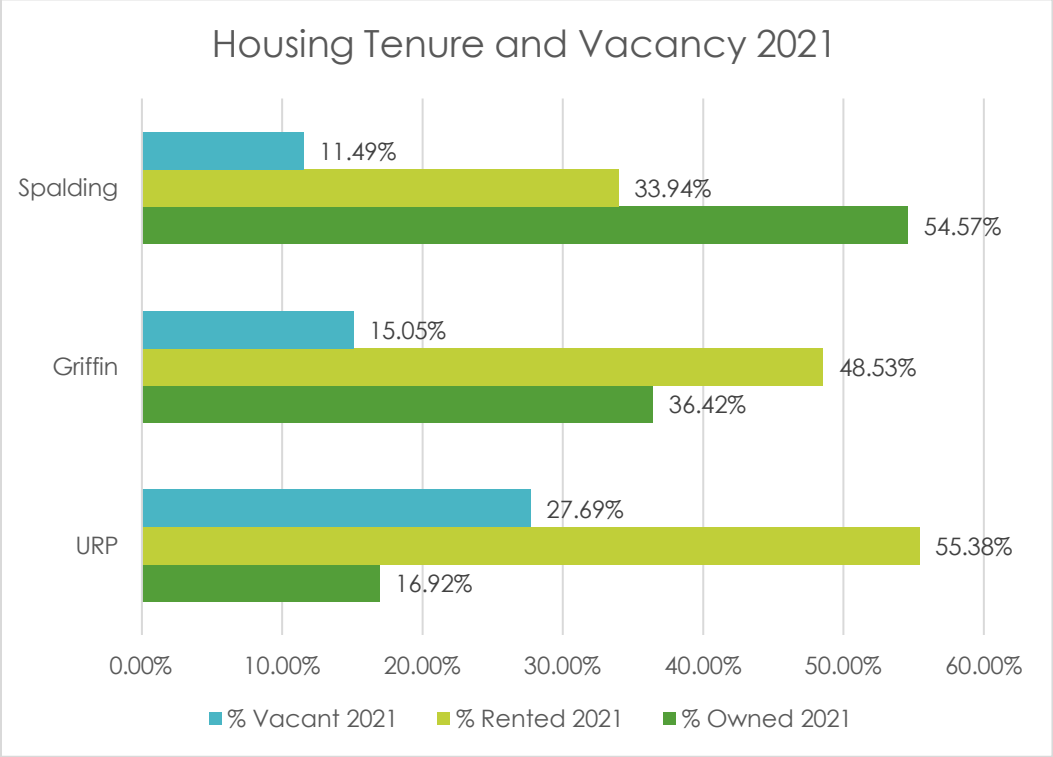
Household Poverty Rate		
Geography	**Number**	**Percentage**
URP Area	20	41%
City of Griffin	2,050	22.9%
Spalding County	4,194	17%
Source: US Census, (ACS 2015-2019 estimates)		

An estimated 41% of households in the URP Area lived below the poverty level in 2015-2019 compared to 23% in the City of Griffin and 17% in Spalding County. The percentage of poverty is likely attributed to the minimal number of single-family residential units in the study area which are primarily low income households.

Business and Residential Comparison			
Geography	Total Businesses	Total Employees	Residential Population
URP Area	300	2,471	107
City of Griffin	1,416	14,327	24,650
Source: ESRI, 2021 Data Axle, Inc.			

The residential population is much smaller than the number of employees in the downtown area.

Housing Profile									
	URP Area			City of Griffin			Spalding County		
	2010	2021	2026	2010	2021	2026	2010	2021	2026
Total Housing Units	63	65	67	10,530	11,020	11,552	26,777	28,854	30,961
Occupied	47	47	49	8,945	9,361	9,693	23,565	25,539	27,237
Owner	12	11	12	3,517	4,013	4,254	14,362	15,745	17,359
Rented	35	36	37	5,428	5,348	5,439	9,203	9,794	9,878
Vacant	16	18	18	1,585	1,659	1,859	3,212	3,315	3,724
Source: U.S. Census, 2010 Summary File, ESRI Forecasts									



The housing vacancy rate in the study area is higher than both the city limits of Griffin and Spalding County.

Inventory of Housing Units Over the Last Decade				
Area	# Units 2010	# Units 2021	# Change Units 2010-2021	% Change Units 2010-2021
Plan Area	63	65	2	3.17%
City of Griffin	10,530	11,020	490	4.65%
Spalding County	26,7777	28,854	2,077	7.76%
Source: U.S. Census, Census 2010, ESRI Forecasts				

Over the last decade, the planning area has added housing inventory at a slower rate than the city and county. The county has over double the percent change of housing unit growth than the planning area. Since 2021, there has been an influx of loft residential conversions which is not reflected in the present inventory.

Existing Conditions

Negative Conditions

Despite the great assets that exist in downtown Griffin, many areas need improvement to take downtown to the next level of economic prosperity and revitalization. Opportunity to address critical issues still exists. Retail has increased yet there exist many empty spaces, especially at key intersections where visible blight is most apparent. The greatest needs and issues are outlined below.

Negative conditions in the area:

- Vacant spaces and structures
- Vacant lots and underutilized parcels
- Aging public infrastructure
- Lack of greenspace, parks, and community gathering space
- High volume traffic and connectivity barriers

Vacant spaces and structures. This occurs in existing buildings and in underutilized lots within the URP area. The rate of vacancy may not be alarming but enough is present to where it visually creates a sense of a lack of vitality. This type of blight occurs predominately along the edges and entryways of the downtown area which attributes to a negative first impression to would be patrons, citizens and visitors.



Vacant space on ground level of the old Griffin Hotel



Vacant retail space along Broad Street



Vacant retail space along East Solomon



Two levels of vacant commercial space along 6th Street

Vacant lots and underutilized parcels. These spaces contribute to visual blight and could be put into productive use. These exist as empty lots and as overbuilt parking lots that are never filled to capacity.



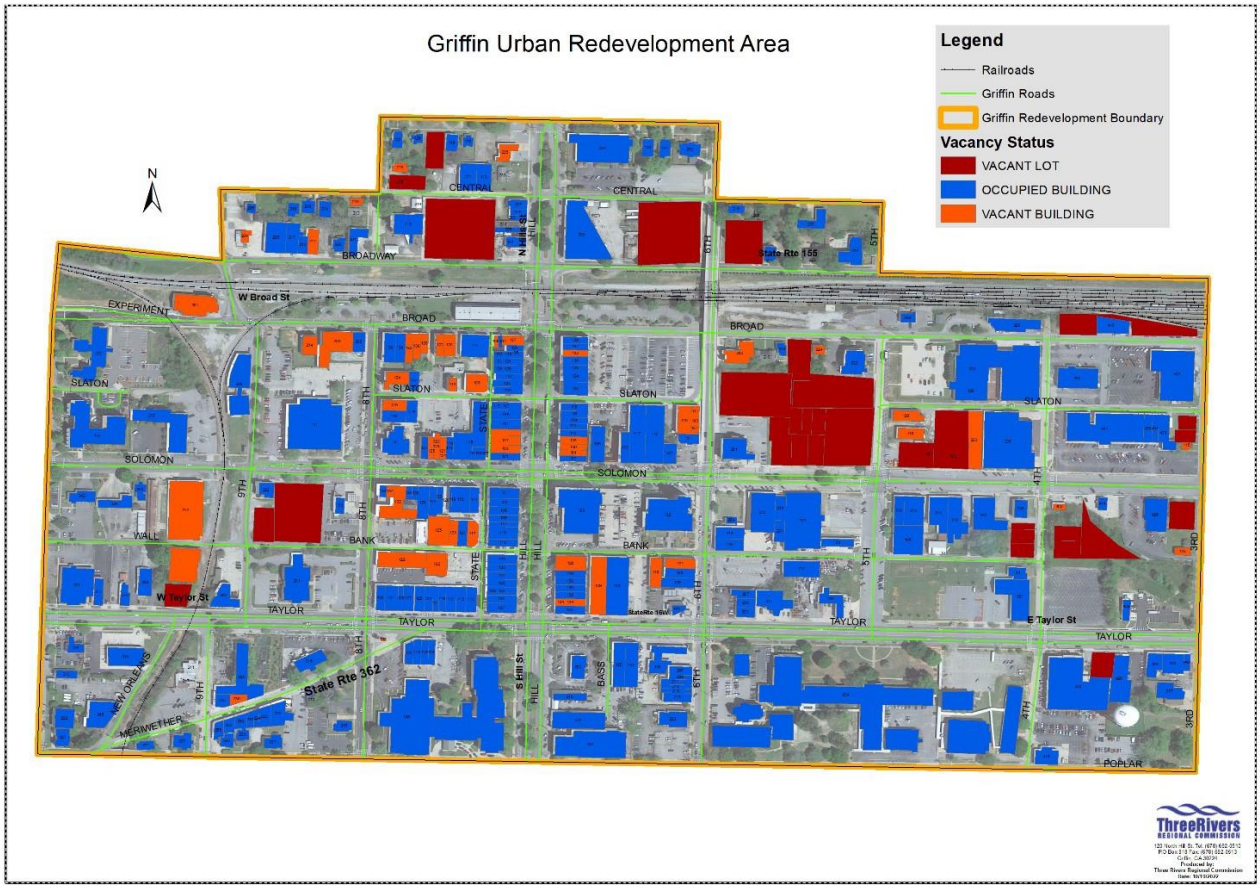
Vacant slab along Norfolk Southern RR and Central Avenue



Vacant lot along Broad Street and 6th Street

The map on the following page shows existing distribution of vacant lots and buildings within the urban redevelopment area.

Downtown Griffin URP Vacancy Map



Aging public infrastructure. Critical downtown public infrastructure in various locations and along highly traveled corridors has deteriorated. Examples include old light poles, hazardous sidewalk conditions, nonexistent sidewalks and utility infrastructure intrusion.



Example of the current condition of sidewalks along the north side of Taylor Street.



Current government parking deck along Solomon Street.

Other public infrastructure needs to address in the redevelopment plan are the public parking facilities. Existing parking lots are underused and in need of beautification. One of the most important public infrastructure projects and a top priority of the city is the replacement of the 1970s government parking deck. The deck requires immediate structural repairs. Other improvements will increase functionality and aesthetics.



Example of the current condition of sidewalks along the north side of Taylor Street.



City and county owned parking lot located east of Hill Street and south of Broadway.

Lack of greenspace, parks, and community gathering space. Downtown Griffin is also deficient of general greenspace and ample tree canopy. Greenspace in downtowns creates a place to cool down, picnic, to gather as a community. The majority of the green "spaces" in the downtown area exists along the boulevards of Hill Street and Solomon Street. These tree lined corridors beautify and soften the hardscape of structures. The City of Griffin has created, in recent years, pocket parks from vacant lots and spaces where a building once stood. While useful, these spaces are not enough to make up for the larger scale greenspace needed within the downtown.



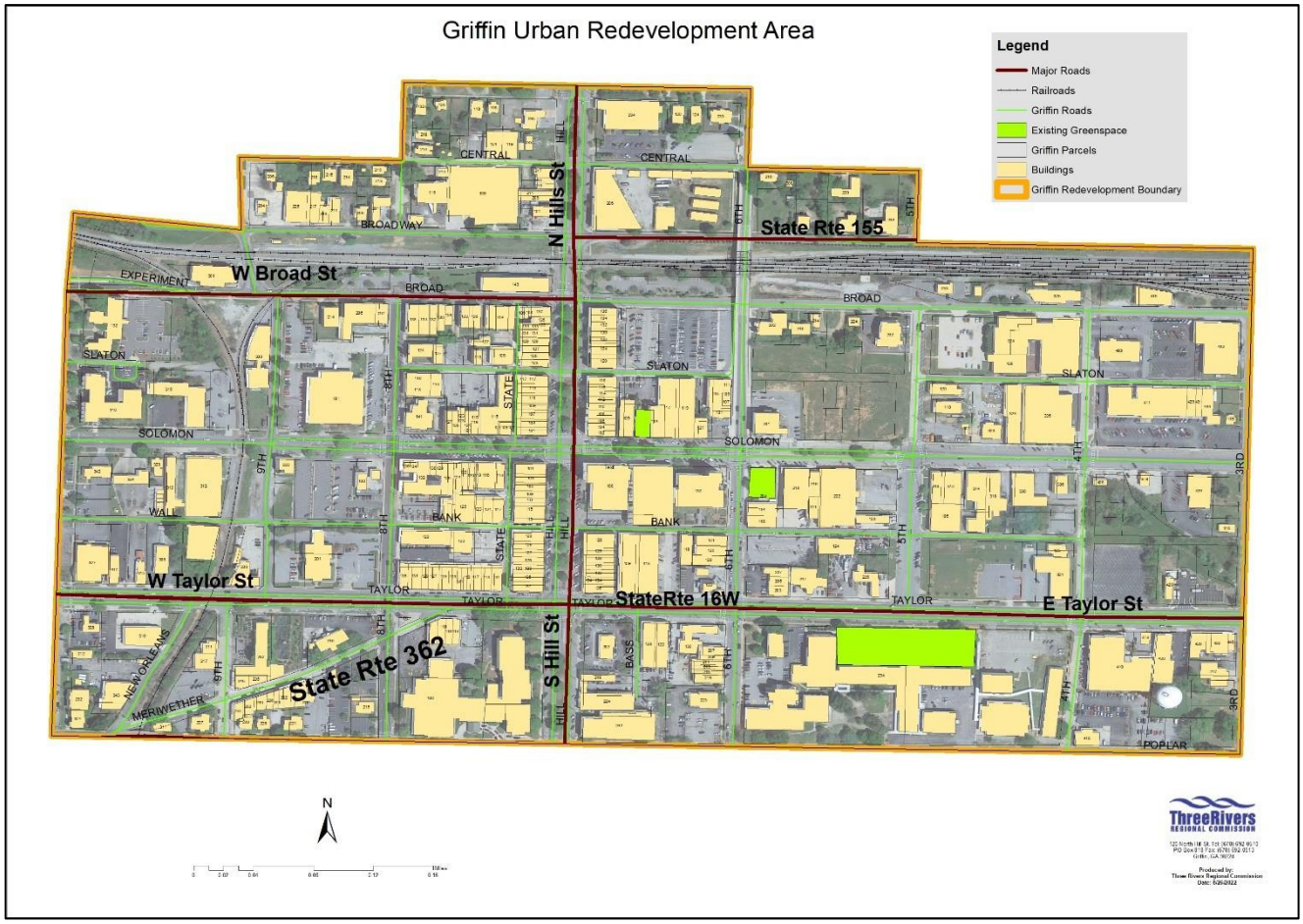
Pocket park created in the former footprint of the Imperial Theatre along Solomon Street

Downtown Pocket Parks:

- Imperial Theatre Park
- J. William Edwards Pavilion

The other substantial greenspace within the area is the lawn in front of the Griffin Auditorium. This space has limited access and utilization. On the eastern edge of the urban redevelopment area is the historic Oak Hill Cemetery. This is a substantial greenspace and passive park setting that, with increased connectivity, could serve the downtown area.

As shown in the map below, the amount of dedicated greenspace, in comparison to the downtown area as a whole, is minimal. The largest existing greenspace is the lawn area at the Griffin Auditorium complex. Though seems extensive on the map and does contribute aesthetically to the area, is nonfunctional. The provision of greenspace and parks within a downtown is an important factor in downtown redevelopment and the overall revitalization of the area.



High volume traffic and connectivity barriers: Another critical need to address in the redevelopment of downtown Griffin are existing traffic hazards and barriers to pedestrian connectivity. The core of downtown is bordered on the north by the Norfolk Southern Railroad yard and south by Georgia State Route 16 (Taylor Street).

Taylor Street is a four lane roadway with median turn lane and a major freight corridor with high traffic volume. This creates a physical and perceptual barrier to this part of the

downtown area, especially for pedestrians. Although there are existing crosswalks, the volume of traffic and distance one has to traverse, remains an issue.



GA State Rroute 16 (Taylor Street) near the intersection of 5th Street

A second State Route, GA 155, traverses downtown bringing additional truck traffic. A goal that has been a priority for the City of Griffin for many years is the relocation of State Route 155 away from the downtown area and to a roadway east of the area. State Route 155 enters the city from the south, along Hill Street, through downtown where it turns right and uses Broadway Street. Moving State Route 155 from Hill Street and Broadway Street would help reduce the volume of through traffic, especially trucks, and increase safety in the heart of downtown.



GA State Route 155 (Broadway Street) entering downtown from the east

Positive Conditions

The redevelopment need of downtown Griffin is apparent in a number of areas as previously described. Alongside those remaining areas in need of improvement, there have been a number of positive projects to have taken place since the previous urban redevelopment plan was completed. It is worth mentioning these accomplishments to give leverage to future initiatives and redevelopment efforts. These catalytic projects show the potential for the future growth and development of downtown Griffin.

Noteworthy Completed Projects:

- Streetscapes
- Restoration of Historic city hall
- Reconstruction of 6th Street bridge

Streetscapes: Streets within downtown Griffin have undergone beautification efforts and transportation improvements and streetscapes have been one of the main areas of improvement since the previous redevelopment plan. Hill Street, along with 5th Street and Solomon have all undergone a combination of road diet, beautification, and enhancements of parking and pedestrian facilities.



Hill Street and Solomon Street intersection



Mid-street crossing along Solomon Street

These improvements created safer and more pedestrian friendly environments along the established corridors of Hill Street and Solomon Street. On the east side of downtown the Solomon Street streetscape and 5th Street streetscape create enhanced access for existing businesses and the foundation for future redevelopment efforts.



5th Street before and after streetscape project

Restoration of Historic city hall: A major success story for downtown Griffin is the restoration and re-use of the Historic city hall. The structure sat empty for many years, unused and a blight on the eastern side of downtown. Historic City Hall is a contributing property to the National Register listed Griffin Commercial District. The city undertook a meticulous restoration of the beaux arts building and created office and community meeting space. The project received an award for excellence in rehabilitation by the Georgia Trust for Historic Preservation.



The project not only included the structure itself but also involved the purchase of adjacent parcels for a future catalytic project. As previously mentioned, the area would be well suited for a greenspace or other outdoor community venue.



Historic City Hall after restoration

Reconstruction of 6th Street Bridge: The replacement and reconstruction of the historic 6th Street bridge was a major undertaking in downtown Griffin. To many, the loss of the historic iron truss bridge was a loss of a major historic landmark. But, with its replacement came increased safety and pedestrian access all while replicating the historic feel of the former structure. The Sixth Street bridge offers a vital railroad crossing, as the at grade crossing along Hill Street is often blocked by local trains. This bridge also offers an additional connection to adjacent neighborhoods and the portion of downtown north of the railroad.



The new 6th Street bridge from Broad Street

Section 3 - Redevelopment Concepts

The following broad concepts are intended to guide future redevelopment projects, help address the needs in the previous section and assist the city and its development partners to envision what existing spaces, sites and structures, within the urban redevelopment area could become. Ideas and concepts were derived from the "Walk-About" events, surveys, and committee discussions that included projects already conceived from prior proposals. These concepts also take into account the specific redevelopment needs presented in the previous section of the plan.

Residential and Mixed Use Infill

Downtown Griffin contains much opportunity for residential and mixed-use infill. Increasing the number of downtown residents would be a significant positive. Vacant lots, underutilized parking lots, and lots with non-historic, non-functional structures are ideal for conversion into residential use.



Infill opportunity along 3rd Street



Infill opportunity along Broad Street



Infill opportunity along Solomon Street



Infill opportunity along 4th Street

Below are examples of types of infill development that could be replicated in the downtown Griffin area.



Example: Mixed use rendering from the City of Warren, Michigan



Example: Mixed use infill example from Woodstock, Ga



Example: Mixed use infill example from Woodstock, Ga



Example: Residential infill adjacent to mixed use example from Woodstock, Ga



Example: Residential infill example from Woodstock, Ga

Adaptive Reuse of Structures

Downtown Griffin's built environment includes a many unique historic structures that offer opportunities for adaptive reuse and redevelopment. The Hill Street corridor, with its historic commercial storefronts, has the highest concentration of structures. Many of these continue to see new businesses locate on the bottom floors while loft conversions continue on the upper floors.

Types of Historic Structures:

- ✓ Old hotels
- ✓ Industrial
- ✓ Commercial structures
- ✓ Old gas/service stations
- ✓ Old abandoned churches



Vintage photo of former Griffin Hotel at the intersection of Solomon Street and 8th Street

Old Hotels

Two former hotel structures are located in downtown Griffin. The Hotel Spalding and Griffin Hotel. The latter contains current retail on the ground floor while the Hotel Spalding remains vacant.

Both structures' upper floors offer space for a boutique hotel, office space, or condominiums.



Current photo of former Hotel Spalding at the intersection of Taylor Street and Hill Street



Example: Hawthorne Suites in Rome, GA



Exmaple: The Fitzpatrick Hotel in Washington, GA

Industrial and Commercial Buildings

Structures previously serving, and some still, industrial uses hold the potential for a variety of re-use activities. Successful projects in other communities include loft residential conversions, various retail, event space, and breweries/distilleries.



Current commercial structure along State Alley



Current commercial structure along Bank Street

Other industrial sites within Downtown Griffin, such as the mill below, offer opportunity for redevelopment and adaptive reuse.



Current industrial structure along Broadway and Norfolk Southern Railroad



Example: Gooderham Distillery District in Toronto, Canada.



Example: Oconee Brewing in Greensboro, GA

Old Gas Stations

Downtown Griffin contains a number of small-scale gas/service stations which offer opportunity for re-use as café, coffee shop, informational center, or a bar. There are at least four existing stations in the downtown area with potential for an adaptive re-use project. All but one are located on an entry roadway.



Abandoned service station at the intersection North Hill Street and Broadway



Example: Converted service station in Asheville, NC



Current service station at the intersection of Taylor Street and 5th Street



Example: Brake Pad restaurant in College Park, GA

Historic Abandoned Churches

Two historic African-American churches are located within downtown Griffin. Both are in state of disrepair and are no longer used. Their location makes them a blight on the landscape but also speak to their potential for re-use. Abandoned churches could be adapted for other uses including an event space, office, bar, museum, residence, and a music venue. Any of these options would be viable in downtown Griffin.



Historic 8th Street Church on the west side of downtown



Historic Heck Chapel Church adjacent to the 6th Street Bridge and Historic city hall property



Example: Former church now a café in Eskdale, Victoria, Australia



Example: Former church now event center in Cincinatti, Ohio

Public Infrastructure

Streetscapes and Connectivity

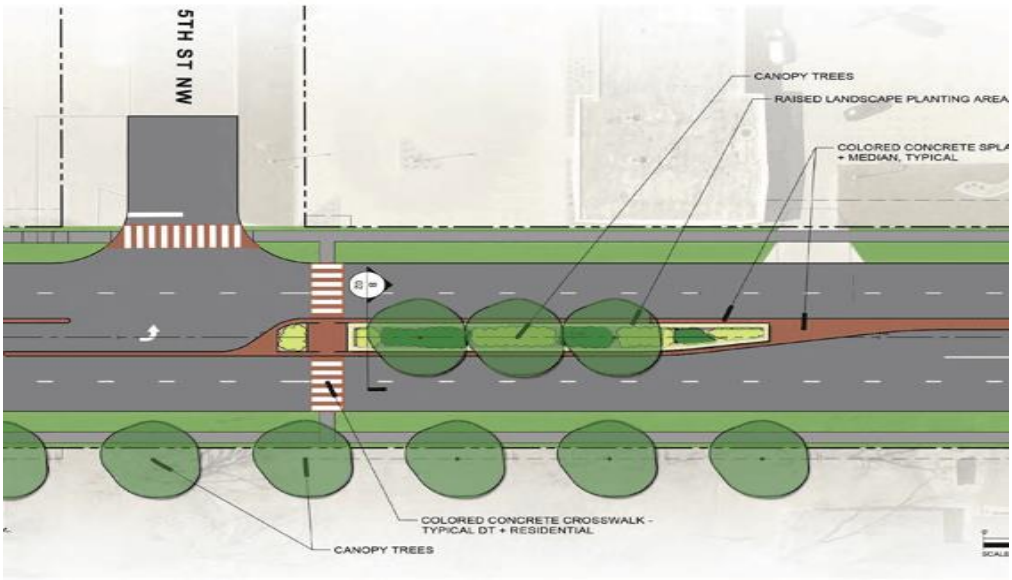
As discussed in the previous section of the plan, the continued streetscapes along other streets is needed. The streetscape concepts completed along the core streets of Hill and Solomon should continue along other connecting streets, where feasible.

This includes possible future bike lanes, sidewalk extensions and improvements, and parking enhancements.

Notably, a first effort towards this is the planned streetscape along Taylor Street. While not in the current scope of work, mid-road landscaped medians, such as those added to 5th Street, would go a long way to improving both safety and aesthetics of the entry corridor.



Photo of Taylor Street from property of First Baptist Church



Example: Rendering of landscape median with turn lanes from Sioux City, IA

Multi-Use Trails: Beyond streetscapes and sidewalks, downtown Griffin has other opportunities for increased connectivity. Trail studies have been conducted and could be implemented in conjunction with this plan.

An existing asset that may work in the city's favor in this regard are the railroad corridors that traverse the downtown area. These rail corridors connect to surrounding neighborhoods, mill redevelopment villages, and other activity centers such as the University of Georgia Griffin Campus.



Historic photo of FDR stopping at Griffin

Two active routes run through the downtown and serve local and regional freight needs. One of these railroads was formerly known as the Georgia Midland and Gulf Railroad and later owned by Southern Railway. This became known recently as the Roosevelt Railroad as it was the route taken by President Franklin Roosevelt to Warm Springs.



Example: Rail-with-trail in Idaho.

The best option will likely be a rails-with-trails type of multi-use path project.

The rails-to-trails and rails-with-trails combined with other route options will serve to increase connectivity to surrounding residential areas to downtown and provide a much needed city-wide recreational amenity.

Railroad viewing platform: Another railroad related asset in downtown Griffin that could be used to promote downtown is the platform on the Griffin Regional Welcome Center. The platform, which is located on the railroad side of the center, makes an ideal train watching venue. A number of communities take advantage of train enthusiasts also known as "railfans" and construct train viewing platforms. The welcome center could also serve as a future multi-use trailhead. The grassy area next to the center could also become a small park space in partnership with the railroad.



Recent photo of platform at the Griffin Regional Welcome Center



Recent photo of the park-like area next to the welcome Center with the potential for a trailhead park



Example: Railfans using a viewing platform in Rochelle, Illinois

Activation of Alley Ways

The facades of structures along Hill Street have seen improvements over the years. But, the rear of the buildings contain a conglomeration of utilities, trash containers, and other aspects that make them unsightly and uninviting. Behind the western block of buildings is a named roadway, State Alley. State Alley along with its adjoining courtyards, could be activated into usable space while enhancing the aesthetics, safety, and overall functionality.



Recent photo of State Alley looking south towards Soloman Street

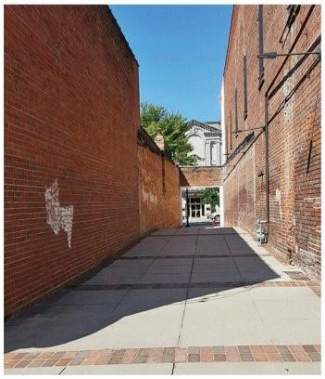




Example: Before and after of alley activated in Seattle, WA

Greenspace and Parks

As described in previous sections, the lack of dedicated greenspace and parks within downtown Griffin is a need that should be addressed as part of future redevelopment efforts. Even if large tracts are not available for greenspace, collectively small pocket parks, and shared spaces can create park-like outdoor settings.





Example: Alley activated in Camden, SC



Recent photo of an semi-improved space formerly occupied by a structure along Broad Street



Example: Shared space in an alley in the City of Brevard, NC

These small pocket parks or "parklets" can be ideal when there is limited public sidewalk widths and space is limited. Alleys, parking spaces, and empty areas where buildings once stood, all make ideal locations for "parklets."



Photo of potential "parklet" spaces along Broad Street in Griffin





Example: "Parklets" in Dallas (left) and in San Francisco (right)

Signage and Wayfinding

Defining the downtown area and increasing wayfinding to businesses and points of interest will contribute to the overall economic vitality and increase accessibility. Two key opportunities for signage are at the entry points into downtown and directional signage for the pedestrian within the downtown area. There are also existing billboards downtown that could be used to help define the identity and improve the aesthetics of the area.



Recent photo of downtown sign used for advertising



Example: Rendering of downtown sign used as welcome signage



Recent photo of downtown Griffin mural/sign to access parking



Example: Wayfinding and directional sign on Adamson Square in downtown Carrollton, GA.

Section 4 – Implementation Plan

Redevelopment Strategies

List of Goals and Strategies

The City of Griffin will implement this redevelopment plan by promoting the goals set forth, encouraging the implementation of the concepts presented, and utilizing the redevelopment tools most appropriate to achieve future projects and desired outcomes.

2022 Griffin Redevelopment Plan Strategies	
Infill Development	
Goal: Maximize land use potential, increase residential and mixed-use development by promoting infill in vacant and underutilized land within downtown Griffin.	
Strategy	**Partners**
Encourage residential development on vacant lots	City of Griffin, Downtown Development Authority
Encourage mixed use development on vacant lots	City of Griffin, Downtown Development Authority
Inventory and map underused and vacant lots for residential development opportunities	City of Griffin, GIS Department
Adopt and update design standards appropriate for developments	City of Griffin, Planning and Zoning, Historic Preservation Commission
Encourage pedestrian oriented design and parking in rear of site	City of Griffin, Planning and Zoning, Downtown Board
Collaborate with Norfolk Southern to implement a quiet zone through downtown and the adjacent DDA area to enhance future residential and community gathering opportunity	City of Griffin, Planning and Zoning, Downtown Board
Partner with service stations/garages to relocate to a more suitable location and enhance gateways into downtown and promote redevelopment	City of Griffin, Planning and Zoning, Downtown Development Authority

Public Space and Parks

Goal: Increase the amount of public space, greenspace and parks within in the downtown area for passive and active community gathering

Strategy	Partners
Inventory and survey what parcels and spaces could be utilized as greenspace, parks, and public use	City of Griffin, Downtown Development Authority, Public Works, Land Bank Authority
Partner with landowners to use spaces for common use	
Create shared spaces and pocket parks passive use and active use such as outdoor dining	City of Griffin, Downtown Development Authority, Public Works
Use public art to enhance areas that need added interest	Griffin Arts Alliance, Griffin-Spalding Schools, Griffin Economic Development and Main Street
Consider designating unofficial greenspaces as public parks	City of Griffin, Public Works
Increase lighting in key areas	City of Griffin, Downtown Development Authority, Main Street
Increase parking and park-like setting with the use of permeable pavers	City of Griffin, Downtown Development Authority, Public Works
Decrease the number of garbage cans and encourage consolidation of solid waste removal	City of Griffin, Downtown Development Authority, Public Works

Connectivity and Access

Goal: Increase connectivity and accessibility for all users by expanding and enhancing transportation and community facilities

Strategy	Partners
Expand streetscapes beyond Hill Street and Solomon Street	City of Griffin, Downtown Development Authority, Georgia Department of Transportation (GDOT)
Conduct streetscape on Taylor Street	
Consider a new crossing at Taylor Street and 5th Street	

Consider landscaped medians along Taylor where middle turn lanes are not needed (8th to 9th and 3rd to 6th)	
Implement multi-use trail and rail trail plans to connect downtown to surrounding neighborhoods, activity centers, and adjacent mill redevelopment	City of Griffin, Spalding County, Griffin-Spalding Transportation Committee
Consider re-opening the 4th Street tunnel for greater access to downtown from the northern residential neighborhoods	City of Griffin, Public Works, Norfolk Southern Railway
Expand sidewalk network along streets that do not have facilities	City of Griffin, Public Works
Increase bike infrastructure such as sharrows, bike lanes, bike racks (6th street example)	City of Griffin, Spalding County, Griffin-Spalding Transportation Committee
Conduct a feasibility study for the relocation of the historic 6th street bridge as a downtown landmark and additional connectivity	City of Griffin, Public Works, Downtown Development Authority, GDOT
Consider the installation of crossing beacons at non-signalized intersections and mid street crossings	

Preservation and Design

Goal: Maintain and enhance the historic identity and sense of place of downtown Griffin by promoting historic preservation, adaptive re-use and quality design standards

Strategy	Partners
Increase education of the Griffin Historic Preservation Commission and its role in design review and other preservation initiatives	City of Griffin, Historic Preservation Commission, DCA HPD
Increase public education on the role and strategies of the Griffin Downtown Development Authority	Downtown Development Authority
Promote the use of the façade grant program	Economic Development and Main Street
Promote the adaptive re-use of historic structures	City of Griffin, Historic Preservation Commission

Promote the history and importance of the Griffin Commercial Historic District	City of Griffin, Historic Preservation Commission, Historical Society
Consider the expansion of the local historic preservation commission district into additional areas within the downtown redevelopment area	City of Griffin, Historic Preservation Commission
Promote the use of state and federal tax incentives for the rehabilitation of structures	City of Griffin, Historic Preservation Commission, Downtown Development Authority
Consider an update of the historic resource survey	City of Griffin, Historic Preservation Commission
Activate alleyways and corridors increased use and safety	City of Griffin, Georgia Power, Griffin Information Technology
Promote the removal and disuse of chain-link fencing`	City of Griffin, Historic Preservation Commission, Downtown Development Authority
Update and enhance design standards such as ordinances and design guidelines	City of Griffin, Planning and Zoning, Historic Preservation Commission

Business Development

Goal: Support the expansion, growth, and exposure of new and existing businesses within the downtown area

Strategy	Partners
Create an 18-hour downtown with expanded and flexible business hours	City of Griffin, Economic Development
Conduct market analysis to determine gaps and needs for increased business	
Continue special events and promotional activities to increase business exposure	City of Griffin, Economic Development, Main Street
Expand and promote the downtown entertainment district	

Wayfinding and Signage

Goal: Utilize quality signage to increase ease of access to businesses and points of interest, wayfinding, and create a defined downtown area.

Strategy	Partners
Install appropriate welcome signage at key locations	City of Griffin, Public Works, Main Street
Update sign ordinance to enhance appropriate signage for downtown	City of Griffin, Planning and Zoning
Install informational and directional kiosks	City of Griffin, Economic Development, Main Street
Use signage and other landmarks to define the edges of the downtown area	
Install appropriate murals for directional and welcome signage	

Future Land Use and Zoning Strategy

Downtown is the historic commercial center of Griffin. Commercial and mixed uses are the predominant land uses in the area and include a number of institutional uses, such as city and county government, the U.S. Post Office, and churches. Land use in downtown Griffin will retain this ratio until redevelopment and infill development, as discussed in Section 3 of the plan, increase additional mixed-use and residential uses. Desired future land use objectives are supported by the current Central Business District (CBD) zoning designation.

Exceptions to Development Regulations

None

Description of Land Parcels to Be Acquired

The City of Griffin in recent years purchased the parcels immediately adjacent to the Historic City Hall building as part of a future project for the space. The City currently does not anticipate the acquisition of any additional parcels within the downtown area as part of any redevelopment projects at this time.

Structures to Be Demolished or Rehabilitated

Rehabilitation projects have been proposed by property owners. Future projects will likely occur as private investment projects and part of overall this redevelopment plan's overall strategy. No full-scale demolition by the city currently planned at this time.

Strategy for Relocating any Displaced Residents

None anticipated. Downtown Griffin contains very view residents especially single family.

Any Covenants / Restrictions to Be Placed on Properties

None

Public Infrastructure To Be Provided

The downtown Griffin redevelopment area is currently served by adequate, yet aging public infrastructure. Transportation infrastructure projects to enhance safety and accessibility such as streetscapes, street maintenance, and the extension of sidewalks remain priorities in downtown. Implementation of future multi-use trail and rail trails remain a viable opportunity to connect downtown to adjacent areas. Future relocation planning of State Route 155 are ongoing in partnership with the Georgia Department of Transportation. Water and sewer service meet current demand but will likely need continued upgrades and repairs. Other public infrastructure projects such as beautification, way-finding signage, lighting, and increased park space will also play a part in supporting future redevelopment in downtown Griffin.

Strategy for Leveraging Private Resources

The City of Griffin will utilize all the resources at its disposal for the implementation of redevelopment projects while maximizing local assets and to leverage private resources. A toolbox of resources and programs are listed below.

Local Redevelopment Powers

The completion of this urban redevelopment plan allows the City of Griffin to pursue enhanced code enforcement, policing, and property acquisition for projects. Refer to the Georgia Redevelopment Act for full authority given to municipalities.

Community Development Block Grant Program (CDBG)

The Georgia Department of Community Affairs administers the federally funded (Housing and Urban Development) progam that is focused on benefiting low-to moderate-income people by providing resources for livable neighborhoods. Funds can be used for purposes such as supplementing financing for development projects, expanding economic opportunities, and improving public facilities.

Specific program areas include:

- ✓ Annual Competition
- ✓ Employment Incentive Program Set Aside
- ✓ Immediate Threat and Danger Set-Aside
- ✓ Innovative Grant Program

- ✓ Redevelopment Fund
- ✓ Revitalization Area Strategies
- ✓ Revolving Loan Fund

Downtown Development Revolving Loan Fund (DDRLF)

The Georgia Department of Community Affairs administers the Downtown Development Revolving Loan Fund (DDRLF). The funds are used to assist cities, counties and development authorities in their efforts to revitalize and enhance downtown areas by providing below market rate "gap" financing to fund capital projects in the core historic downtown area and the adjacent historic neighborhoods where the funds will spur commercial redevelopment.

Georgia Environmental Finance Authority (GEFA)

GEFA offers loan financing to local governments for water, wastewater, and solid waste infrastructure.

Federal Opportunity Zones

The Griffin Urban Redevelopment Plan area is located within a Federal Opportunity Zone. The U.S. Department of the Treasury and the Internal Revenue Service (IRS) designate and administer Opportunity Zones along census tract boundaries. These zones are used to spur economic investment in distressed communities with preferential tax treatment for qualified projects. Census Tracts designated as Federal Opportunity Zones in Griffin are 1608 and 1609.

State Opportunity Zones

Through the designation of a "State Opportunity Zone" the Georgia Department of Community Affairs offers tax credit incentives to new or existing businesses that create two or more jobs as part of redevelopment and revitalization efforts

State Enterprise Zones

The Georgia Department of Community Affairs administers the Enterprise Zone program. The redevelopment tool is meant to improve areas within cities and counties that are suffering from disinvestment, underdevelopment and overall economic decline and to promote private investment and business.

Land Bank

The City of Griffin and Spalding County operate a land bank authority whose purpose is to return substandard, blighted, underutilized, nonrevenue generating, or non-tax producing properties back into use. The land bank has minimal impact in the downtown area due to few housing units.

Tax Allocation Districts (TAD)

According to the Georgia Department of Community Affairs, under Georgia Statute, Tax Allocation Districts can be created by legislation and approved by local voters to promote development activities such as renovate, construct, preserve, restore expand or demolish buildings for business, commercial, industrial, government, education, public or private housing, social activity, governmental services, historic properties, green spaces, mass transit and pedestrian facilities, telecommunications infrastructure, water and sewer lines, streets, sidewalks, parking facilities, public parks, building construction and rehabilitation, housing, and land assembly.

Community Improvement Districts (CID)

Similar to TADs, Community Improvement Districts are created by act of the Georgia General Assembly. It also requires the passing of a local resolution and approval or consent of property owners within the district that represent 75% of the value of real property. The special taxing district is used to help pay for needed infrastructure improvements including street and road construction or maintenance, parks and recreation facilities, stormwater and sewer systems.

Transportation Alternatives (TA)

The Georgia Department of Transportation (GDOT) administers the Transportation Alternatives (TA) program in partnership with the Federal Highway Administration to support pedestrian and bicycle facilities, including multi-use trails, and streetscape improvements.

Rails to Trails Conservancy

To implement a rails to trails or a rails with trails project, it is most advisable to partner with an organization that specializes in such an undertaking. The mission of the Rails-to-Trails Conservancy says, "At Rails-to-Trails Conservancy, we are building a nation connected by trails. We reimagine public spaces to create safe ways for everyone to walk, bike and be active outdoors." Resources for trail building include: a trail-building toolbox, webinars, railbanking, and grants.

Certified Local Government (CLG)

Local governments that have achieved CLG status have made historic preservation within their communities a priority. Two of the most important actions include the adoption of a local historic preservation ordinance and the establishment of a historic preservation commission. The City of Griffin is one of approximately 100 other CLG local governments in Georgia. One of the benefits of being a CLG is the eligibility for Historic Preservation Fund Grants. These small grants are appropriated annually through the National Park Service and administered by the Georgia Department of Community Affairs Historic Preservation Division. These grants can be used for historic resource or archaeological surveys, National Register nominations, planning projects, information and education projects and "brick and mortar" rehabilitation projects.

Historic Preservation Tax Incentives

State Incentives

The Georgia Department of Revenue makes available, every year, two tax incentive options for the owners of historic property who conduct substantial rehabilitation to historic properties. Work must be completed and certified according to the Secretary of the Interior's Standards.

- State Preferential Property Tax Assessment for Rehabilitated Historic Property
- State Income Tax Credit for Rehabilitated Historic Property

Federal Incentives

The federal tax incentives are available for owners of income producing property who carry out substantial rehabilitation.

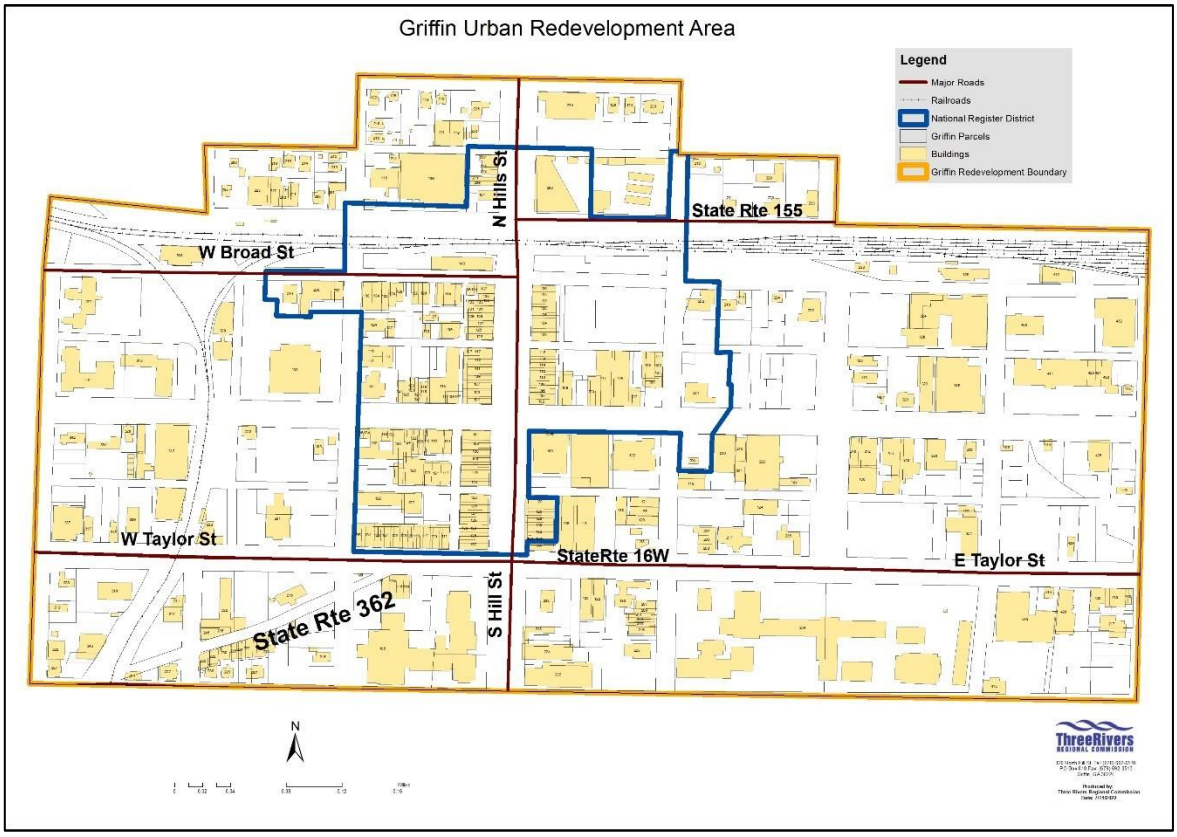
- Federal Rehabilitation Investment Tax Credit
- Charitable Contribution Deduction

Properties using either state or federal historic preservation tax incentives must be listed on the National Register of Historic Places, a contributing property to a National Register district, or eligible for listing. Located within the urban redevelopment area is the National Register listed Griffin Commercial Historic District.

The National Register district is roughly centered on Hill Street and Solomon Street. It includes most of the historic commercial storefront buildings along Hill Street, other structures such as various warehouse structures, historic African American churches, and the 1910 post office.

The Griffin Commercial District is outlined in blue within the urban redevelopment plan area in the map found on the next page.

Downtown Griffin URP Map with National Register District Boundary



AARP Livable Communities

The American Association of Retired Persons (AARP) Livable Communities program supports towns, cities, and rural areas in efforts to create safe, walkable streets, age-friendly housing, and transportation options with the goal to provide opportunities for residents for all ages. The program includes resources, publications, and other guides to assist local communities in successful projects and best practices. Topics include, "The Parks and Public Spaces Collection," "Creating Places That Pop," and "The Livability Economy."

Additionally, the AARP Livable Communities program provides funding for small scale projects through the AARP Community Challenge grant. Eligible projects include the improvement of public spaces, housing, transportation, diversity, equity, and civic engagement.

Strong Towns

Strong Towns is a 501(c)(3) nonprofit media advocacy organization whose mission is to replace America's post-war suburban pattern of development with those that are more sustainable and financially strong. Through media, education, and other resources, Strong Towns strives to cities to become safe, livable, and inviting. Specific

topics include complete streets, alternatives to traditional zoning, community engagement, and community blight.

Other Guides

The City of Roswell, Georgia, "East-West Alley Master Plan"

City of Tucker, Georgia, "Downtown Tucker Grid Plan LCI"

City of Birmingham, Alabama, "Shared Space Design Guide"

City of Chicago, Illinois, "Green Alley Handbook"

Redevelopment Action Plan

2008 Redevelopment Plan Project Status Report

The following list of projects comes from the 2008 Downtown Urban Redevelopment Plan. Some specific projects are still viable and part of the vision for downtown and are carried into the new action plan. Others may remain but only conceptually and part of the broader narrative of the plan.

2008 Griffin Redevelopment Plan Detailed Project List Status Report			
Description	**Improvement Type**	**Current Status**	**Action**
Historic City Hall Site			
Townhomes	Proposed	Site priorities and scope changed. Structure was restored for downtown development offices and event space	Removed
Multi-Family	Rehab/ Proposed		
Commercial	Rehab		
One Griffin Center			
Institutional	Existing	Structure rehabilitated for city hall uses	Moved to new URP
Parking Deck	Existing	Rehab planned and possible future reconstruction	Moved to new URP
Renaissance Griffin			
Mixed-Use (comm/res)	Rehab	Rehabilitation of some structures has taken place	Moved to new URP
Commercial/Retail	Rehab		
Commercial/Retail	Existing		
Griffin Hotel			
Commercial/Retail	Existing		Moved to new URP
Griffin Conference Center			
Commercial	Rehab	Structure rehabbed	Removed
Multi-Family	Proposed	Not complete	Removed

Norman Buggy Co			
Multi-Family	Proposed	Not complete	Moved to new URP
Mixed-Use (comm/res)	Rehab	Partially rehabbed.	Moved to new URP
Griffin Green			
Mixed-Use (retail/res)	Proposed	Not feasible for current location. City focused community greenspace moved to east side of downtown at Historic city hall.	Removed
Parking Deck	Proposed		Moved to new URP
Plaza with amphitheater, fountains	Open Space	See above	
Commuter Rail Parking			
Parking Deck	Proposed	Longer term if even possible. Dependent on GDOT future plans. City plans to improve parking lot	Moved to new URP
Retail	Proposed		
Griffin Cultural Center			
Institutional	Rehab/Proposed	Partially occupied. Many buildings make up the site.	Moved to new URP
New landscape design and improvements to enhance cultural facilities	Open Space	Prominent greenspace in front of property with most structures utilized for civic use	Moved to new URP
Hotel Spalding			
Commercial/Retail	Existing	Some work complete	Moved to new URP
Akins Feed & Seed			
Townhomes	Proposed	Scope change and remains used as movie studio and storage	Removed
Mixed-Use (Retail/Res)	Rehab	Not complete. See above	

Griffin Medical College			
Townhomes	Proposed	Remain a multi-family apartment building	
Multi-Family	Rehab		
HFM Plant			
Commercial/Retail	Rehab	Minimally used	Carry forward Conceptually?
Sock Shoppe			
Multi-Family	Proposed	Still occupied by current business with no future plans to vacate	Carry forward Conceptually?
Grocery Warehouse Block			
Mixed-Use (Commercial/Res	Rehab	Currently underused	Moved to new URP
Parking Deck	Proposed	Depending on future of site	
Grant's Sheet Metal			
Townhomes	Proposed	Currently used for retail	Moved to new URP
Single Family	Proposed		
Commercial/Retail	Rehab		
5th Street Mall			
Linear park with pedestrian trail, connected to relocated pedestrian truss bridge over railroad	Open Space	Streetscape complete with enhanced sidewalks, landscaped medians and parking	Long term
6th Street Bridge			
New GDOT project	Transportation	Complete	Removed
5th Street Bridge Relocation			
Historic truss as pedestrian overpass	Transportation	Bridge is currently stored and relocation change of scope for future use	Moved to new URP
Railroad Corridor Improvements (9th to 5th)			

Parking facilities, streetscaping, branding	Streetscape	The City enhanced these areas with added parking	Moved to new URP
Hill Street Improvements (Broadway to Poplar)			
Road diet with sidewalk widening	Streetscape, Transportation	Complete	
Solomon Street Improvements (9th to 4th)			
New / improved median, sidewalks	Streetscape	Complete	
Taylor Street Improvements (10th to 3rd)			
Road diet and streetscape	Streetscape, Transportation	Not feasible. Road diet eliminated. Streetscape improvements only	Moved to new URP
Slaton / Wall Streetscapes			
Themed pedestrian improvements	Streetscape	Not complete	Moved to new URP
9th Street Improvements (Poplar to Broadway)			
Upgraded street, new streetscape	Streetscape	Not a feasible or a priority. Alternative roadways to be studied	Removed
Central Ave Streetscape			
Themed pedestrian improvements	Streetscape, Transportation	Not complete. Scope depends on future land use	Removed
Mill Multiuse Trail			
New greenway trail	Streetscape, Transportation	Not complete. Part of longer term trail planning and implementation of current plans	Moved to new URP

2022 Redevelopment Plan Project List

Below is a list of action items and projects carried over from the previous plan along with new projects identified from the urban redevelopment plan update.

2022 Griffin Redevelopment Plan Detailed Project List			
Description	**Improvement Type**	**Status**	**Timeframe**
Historic City Hall			
Mixed-Use or Greenspace	Mixed-Use, Redevelopment, Beautification	Planning	Short term
One Griffin Center			
Parking Deck	Transportation	Rehab planned and possible future reconstruction	Short term
Institutional, City Hall	Redevelopment, Infrastructure	Structure rehabilitated for city hall uses, roof repair	Short term
Griffin Hotel			
Commercial/Retail	Adaptive Reuse	Conceptual	Short term
Hotel Spalding			
Commercial/Retail	Adaptive Reuse	Some work complete	Short term
Old 6th Street Bridge Relocation			
Historic truss as pedestrian overpass	Transportation	Bridge is currently stored and relocation change of scope for future use. Possible future 5th Street crossing across Taylor Street.	Long term
Railroad Corridor Improvements (9th to 5th)			
Landscaping and beautification	Streetscape	The City enhanced these areas with added parking	Short term
Multi-Use Trail	Transportation and Recreation	Conceptual	Long term
Taylor Street Improvements (10th to 3rd)			
Sidewalk improvements	Streetscape, Transportation	Planning and Engineering	Short term

Landscaping along the street	Streetscape, Transportation	Planning and Engineering	Short term
Taylor Street Improvements (8th to 9th and 3rd to 6th)			
Landscaped medians	Streetscape, Transportation	Conceptual	Long term
Mid-Street Crossings	Streetscape, Transportation	Conceptual	Long term
Slaton / Wall Streetscapes			
Pedestrian improvements	Streetscape	Conceptual	Long term
Mill Multiuse Trails			
Segments connecting to downtown	Transportation and Recreation	Conceptual. Refer to Archway and TSW Plans	Long term
Rail to Trails links to downtown	Transportation and Recreation	Conceptual. Refer to Archway and TSW Plans	Long term
State Alley			
Beautification	Streetscape	Conceptual	Short term
Utility infrastructure consolidation	Infrastructure	Planning	Short term
Parking	Transportation	Planning	Short term
City/County Parking Lot			
Parking lot beatification	Infrastructure, Beautification	Planning, ECG Plans	Short term

Appendix

Community Outreach

- Kick-Off Meeting Flyer
- Kick-Off Meeting Summary
- Kick-Off Meeting Sign-In Sheet
- Community Survey Flyer
- Community Survey Results - Summary

Advisory Committee

- Committee Agendas and Sign-In Sheets

Enlarged Maps

DOWNTOWN Griffin

KICK OFF MEETING

downtown redevelopment plan

NOVEMBER 16TH @ 6P.M.
HISTORIC CITY HALL
201 E SOLOMON STREET

WE NEED YOUR INPUT





Meeting Notes
City of Griffin
Downtown Urban Redevelopment Plan – Kick Off Meeting
November 16, 2021

Attendance Overview

- 50 people in attendance
- Lead by City of Griffin and facilitated by TRRC
- Attendees included Griffin Mayor, Downtown Development Authority, Griffin Downtown Council, Griffin & Spalding Chamber of Commerce/Griffin Daily News, downtown business owners, downtown residents, TRRC Board, UGA Griffin, local nonprofits

Discussion: What people like about downtown Griffin

- Walkability
- Living downtown
- Restaurants
- Events
- Unique, old buildings have character
- Has a hometown, small-town, family feel but with sense of city
    - Many folks mentioned raising kids there
- Nightlife
- Something for all ages to do, people want to spend time here
- Developing a feeling of pride:
    - People are proud of the economic resurgence
    - Griffin restoring/earning a reputation to be proud of
    - Residents enjoy showing family/friends what Griffin has to offer
    - Continues to have feeling of great potential
- Courthouse helps guarantee people will be here during the day
- High quality of life for residents in terms of services being provided
- Generally feels safe
- Music through downtown
- Enthusiastic business owners, residents, and downtown stakeholders that have brought about change, kept downtown from dying
- Collaboration of stakeholders to promote downtown (e.g. tourism association)

Discussion: What people want changed in downtown Griffin

- Reduce homelessness
    - Can get in the way of people wanting to invest downtown
- Litter out of alleys and streets
    - Maybe need more trashcans
- Space behind old city hall should be developed
- Would be good to see Solomon Street Park improved
- Keep trucks out of downtown
- Clean up parking lots
    - Often look dirty, have trash, cigarettes, no landscaping, not used
- More diversity of restaurants
    - Can’t get Jamaican or Indian unless with food trucks (another issue)

- More diversity of businesses
    - Lots of antique stores and restaurants, need to target other types
- Increase feeling of security
    - Homeless people may become agitated/aggressive
    - View obstructions endanger pedestrians crossing street
    - Students don't feel safe waiting for buses or on sidewalks to get picked up after dance class
    - Lighting in alleys, including down 6th St past tracks and welcome center
- More housing
    - Possibly for seniors
- Grocery store to walk to
- More outdoor dining
- Target or Publix nearby
- Trolley
- Find way to include all businesses in downtown outreach/events
    - Some businesses didn't get any trick-or-treaters
- Keep expanding improvements; Taylor Street "needs a facelift"
- Some store fronts still rough looking
    - Stores along Route 16 rough looking
- Entryways into City of Griffin not very welcoming or encourage turning into downtown
    - Sun City residents could be good customer base
- Multimodal options – being able to use bikes or scooters to get around
- Parking
    - Downtown parking deck underused
    - Business owners, residents and city/county employees using parking spots that are in front of businesses
        - Some business owners have leased spots that they can't use
    - Perhaps it's not a parking problem, but a walkability problem
    - Create directional signs, well-located and welcoming parking lots and desirable destinations that make people want to park and walk a few blocks
    - Guide people to overflow parking
- Too many buildings still vacant
- Embrace new ideas, reduce obstacles to people chasing their dreams and trying to make money
- A spirit of support and celebrating what has been achieved without feelings of envy or ego getting in the way of other improvements
- Golf carts could be a "hidden gem"
- Make sure businesses have all the tools they need to thrive
- Ensure stakeholders stay involved through entire process of creating and implementing this plan
    - Challenge of people dropping out of process due to apathy, can result in plan that doesn't represent full community's goals and needs
- Support food trucks
- Extend redevelopment initiatives past plan's current boundaries to include other places that give the city character, including Experiment, the old mills, and the old Dundee strip center before they're lost opportunities
- Prevent investors from buying derelict buildings and letting them sit

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NAME	ORGANIZATION	EMA'L ADDRESS	TELEPHONE
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DOWNTOWN Griffin

DOWNTOWN REDEVELOPMENT PLAN

Please complete this survey and share your thoughts on the future of downtown Griffin.

https://arcg.is/1i9rPD

We need your vision!





Griffin Downtown Urban Redevelopment Plan Update

Describe downtown Griffin using only one word.



Word	Count
Potential	14
quaint	9
Growing	9
Historic	7
Nice	5
Home	5
Evolving	5
Cute	5
Boring	5
Small	4

Congested	4
Pretty	3
Improving	3
Friendly	3
developing	3
Charming	3
lacking	3
vibrant	2
Unique	2
Rundown	2
Nostalgic	2
Inviting	2
Interesting	2
Hometown	2
Historical	2
Fun	2
dirty	2
Cluttered	2
Beautiful	2
Whimsical	1
Welcoming	1
Vintage	1
Updating	1

Upcoming	1
Unsafe	1
Unexpected	1
Underadvertised	1
Typical	1
Transitioning	1
Transitional	1
Traffic	1
Tight	1
Terrible	1
Tacky	1
Struggling	1
Sleepy	1
Simple	1
Sad	1
Revived	1
Restaurants	1
Renewal	1
Rejuvenated	1
Redneck	1
Quant	1
Promising	1
Progressive	1

Progressing	1
Photographic	1
Outdated	1
Old-school	1
culturally	1
bias	1
Neglected	1
Mess	1
Liberal	1
Inveterate	1
Improved	1
History	1
Hip	1
making	1
comeback	1
years	1
past	1
Great	1
GettingBetter	1
Flourishing	1
Family	1
Exciting	1
Emerging	1

Dowtown	1
Disjointed	1
Discombobulated/Disjointed	1
Dilapidated	1
Dated	1
Cozy	1
Congestion	1
Condensed	1
Comfortable	1
Cluster	1
CHANGING!	1
Changing	1
Busy	1
Bustling	1
Awkward	1
Average	1
Antiquated	1
Annoying	1

Answered: 195 Skipped: 14

What do you like most about downtown Griffin?



Response	Count
Restaurants	10
Food	4
Walkability	2
The restaurants	2
The food	2
Shops	2
Local restaurants	2
History	2
We have a rich Fine Arts Community. Three of the oldest businesses that have survived the longest d owntown are Main Street Players, Griffin Ballet theatre/Studio D, and Rick Blackshear. There is not m uch support form the city with these entities.	1
Walking to different stores	1
Walking distance, diversity, 2nd Sat events.	1
Walking distance	1
walkable shops	1

Walkable	1
Walkability, restaurants, friendliness, accessibility	1
Walkability, minimal chain stores	1
Walkability, large sidewalks, tree lighting	1
Walk abillity to dinner and entertainment.	1
Variety of stores/ restaurants in walking distance to	1
Variety of small businesses and Second Saturday events	1
Variety of shoppes	1
Variety	1
Unfortunately I do not see any.	1
Turkey Ruben at Corner cafe	1
Tipsy Daisy and Bank Street Cafe	1
Tipsy daisy	1
The welcoming people	1
The weekend events that everyone can get involved in	1
The weekend activities. Like the concerts in the square.	1
The variety of stores and restaurants	1
The summer concert series	1
The shops and cool buildings	1
The return of "life" downtown.	1
The restaurants and shops. We need to continue to bring in, and keep, interesting and diverse shops.	1
The restaurant variety	1
The potential! It’s there and I see it!! Some stores with revitalized storefronts-there are diamonds in th e rough.	1

the old buildings	1
The new, but old, appeal	1
The new speakers paying music	1
The new restaurants and shops that have been added in addition to the greenery/flowers/landscaping.	1
The murals !	1
The mixture of nice retail shops and quality restaurants.	1
The little shops	1
The lights	1
The history, atmosphere, and the food	1
The history of the buildings	1
The history of Griffin	1
The historical character and restaurants. We LOVE that the City of Griffin wants to revitalize the down town area.	1
The historic store front charm	1
The high number of interesting locally-owned small businesses	1
The great restaurants	1
The friendly people	1
The few restaurants are the only reason I go downtown. I like how everything is in walking distance. Parking is usually not an issue.	1
The downtown area has so much potential to be great. The historical look and feel of the area should and could bring small successful businesses to the area.	1
The closeness of all the different businesses, you can just park and walk to everything.	1
The businesses and restaurants that we are slowly getting.	1
The ability to walk to restaurants, stores, and other amenities.	1

The ability to walk from business to business without having to get back into your car.	1
That you can walk to most shops	1
That it is coming back to life and that it is home.	1
Stores and activities	1
Some of the people	1
Some decent eateries	1
Small Town, good food	1
Small town feel	1
Small town	1
Small start up businesses	1
Small shops and a few restaurants	1
Small shops	1
Small local restaurants and stores.	1
Small businesses	1
Sidewalks and lights are nice	1
showcases history ; variety of businesses; community feel	1
shops, restaurants, art projects	1
Shops & historical factors.	1
Shopping and food	1
Shopping and dining	1
Seen the movies on the sidewalkwalk that was made in Griffin	1
Seeing the people shopping and dining and the music	1
Rustic Lantern Co	1

restaurants; music playing in streetlamp speakers	1
restaurants, walking path	1
Restaurants, historic feel, safety	1
Restaurants, Bars, Second Saturday, and Activities	1
Restaurants that are in walking distance to office locations.	1
Restaurants and walkability	1
Restaurants and bars, the outdoor music	1
Restaurants all within my walking distance - Music on Hill Street - beautiful flowers - gorgeous decorations at Christmas-	1
Restaurants / Amenities	1
Restaurant	1
Reminds me of home	1
Quiet, refurbished, traffic signals coordinated, Mainstreet Players, some good restaurants.	1
Pretty good food choices.	1
Pedestrian friendly streetscapes, particularly on Hill St.; thriving businesses welcoming a diverse set of people (including variety in age, race, and gender identity - this is a good thing)	1
Parking is relatively easy, the restaurants are good	1
Parking	1
Opera house	1
Old Time Shops	1
Nothing hing	1
Nothing as of now	1
Nothing	1
Not much. I never go there even though I'm less than a mile away. I do like the antiques shops on rare occasion.	1

Non chain restaurants and shops	1
Nice looking and different stores and restaurants.	1
New businesses, restaurants, events	1
New businesses	1
Music playing, opera house, restaurants, the life and vibe	1
Movie in the park, 2nd Saturday's, clean streets	1
Most of the businesses that are there, even if I don't visit particular ones much. I'm happy the space is filled and busy.	1
More shops	1
Milltowne and Safehouse, Jan's Thrift shop	1
Main Street Players	1
Love Rustic Lantern and Cotton Mill type shops	1
Local restaurants with great dining; brick pavers, planters, tree lined streets, historic buildings, cleanliness	1
Local restaurants and small businesses and shops	1
Local eateries	1
Local business and community interaction	1
Local business	1
Local (not chain!) restaurants and stores. I love our downtown gallery.	1
Layout	1
Just my opinion and there was not another place to put this information but the businesses in the Coke building should be included in the Downtown things. They are left out of the Christmas tree decorating and other events.	1
It's compact.	1
It's clean and maintained well. I like the restaurants and shops.	1

It's a pretty area	1
Its a nice area. So much character and history!	1
It’s home	1
It’s charming! I love the new changes. There are some good restaurants, too.	1
It’s become so quaint in the past few years! I love the antique stores and home stores. I also LOVE th at parking is free!	1
I love the walkability of downtown. There are great restaurants, nice quaint shops, good places to go f or food, live music and beverage.	1
I love the diversity and the energy of Downtown Griffin	1
I love the beautiful buildings and all the small shops ! I love supporting small businesses whenever po ssible and downtown has so many exciting new stores !!	1
I love that there is a consolidated downtown area. You could park in one spot and potentially walk to e verything else. A decent variety of businesses. I can tell the city is really trying to improve itself.	1
I feel like they are trying to bring in growth	1
I like seeing in revival of downtown. Fond memories of walking downtown in/out of businesses to sho p.	1
How it's historical looking, and beautiful! Love the blooming trees and flowers.	1
Hometown feeling	1
Hometown businesses	1
Home town feeling of small community	1
Historical buildings	1
Historic Charm	1
Great potential in downtown for business	1
Great eating places and shops	1
good local restaurants - live music	1

Good food	1
Good dining and shopping	1
GA AXE	1
Friendly community	1
Feels safe and walkable. Parking is close (not a paid parking garage ordeal) to stores/restaurants. Good restaurant variety.	1
Eventful	1
Emerging restaurants and activities foster an atmosphere that people desire. Family owned small businesses and eateries are great. Golf carts can come into town but only from the courthouse side that doesn't cross over Hill.	1
Eating atmosphere	1
Easy to get around	1
Downtown seems to be the only part of Griffin that is trying to change/grow. I love that home decor/boutique shops have opened like RLCO, Hollowood Home, and the Cotton Mill. These businesses have brought class, trend, and set the vibe.	1
Downtown Griffin is experience a resurgence of dinning, entertainment and loft style living.	1
Down town dinning/entertainment options	1
Diverse stores	1
Dinning with local bands playing	1
Dining and entertainment.	1
Dining and entertainment	1
Daytime restaurants and shops	1
Cute shops, locally owned	1
CORNER CAFE	1
Clean and laid back	1

Choices for dining and shopping.	1
character, traditional architectural style	1
Being able to walk to different stores and restaurants	1
Beer and music	1
Bars	1
Bar hopping	1
Antiques	1
Antique stores	1
Activities, places to eat and shop all centrally located.	1
Able to walk to several different things	1
Able to walk different places without traveling too far	1
A small hometown.	1
A few decent restaurant choices. Clean and bright at night. 2nd Saturdays.	1
2nd Saturday festivities, friendly for young adults to older adults	1
-	1

Answered: 196 Skipped: 13

What do you dislike most about downtown Griffin?



Response	Count
Parking	13
Traffic	4
No parking	4
The parking	3
Lack of parking	3
Homelessness	2
Empty buildings	2
Crime	2
Would like more variety in the restaurants (something more upscale would be nice), need more things to do besides eat and shop	1
Very outdated and limited attractions (restaurants/fun)	1
Vacant storefronts	1
Vacancy of key buildings. Under utilization of alleys.	1
Va Tacky signs and tacky businesses and woody Heath. Get rid of his junk. And get rid of that eyesore Smoking Margaritas. By the way, ax throwing is embarrassing.	1

Trying to find parking	1
Trying to find a close parking spot to pick up a to go meal	1
truck traffic, homelessness, undeveloped buildings	1
Truck Traffic	1
Trash problem, beggars/vagrants/emotionally disturbed individuals, old and failing infrastructure	1
Traffic. Parking. Dance studio takeing parking spots.	1
Traffic, traffic crime, panhandling, crime.	1
Traffic, parking	1
Traffic couid have a better flow.	1
traffic and limited outdoor dining	1
Too many vacant buildings and too many shabby shops	1
Too many similar businesses and not enough open for night activities	1
Too many antique shops	1
Theres definitely a need to find something for the homeless people to do rather than linger around bu sinesses. Some sort of housing solution for them would be amazing	1
There is not much family friendly things going on	1
There are too many vacant or available spaces.	1
The way its laid out. Too spread out & you can't easily park and walk. Dangerous.	1
The very small assortment of shops that aren’t a restaurant, or overpriced boutique with poor quality c lothing.	1
The vacant building/Heath Building	1
The ugly parking deck next to the courthouse.	1
the trash	1
The train track	1

The traffic the new one lane caused	1
The traffic flow.Love seeing people downtown, but stopped traffic is a problem. When I find a parking spot at my favorite spot, it is difficult to get out. Hate to see these issues keep people from downtown. Reroute some traffic?	1
The traffic downtown is sometimes an issue. Last week, my family went to 3 sit-down restaurants on a Friday night and there was a 45 min wait at all 3. We need more dining options if there is that kind of d emand. Signage and homeless population	1
The traffic congestion and railroad	1
The traffic	1
The slanted parking	1
The parking is sometimes difficult	1
The parking in the area	1
The parking and vehicles everywhere. It needs to be closed off to traffic with more seating areas outsi de. I’m thinking like Boulder Colorado. Extremely pedestrian friendly. Griffin is not.	1
The parking amd traffic	1
The panhandlers	1
The one eye sore is the club: Smoking Margaritas. It's a eye sore and disgusting. Not a good busines s in the downtown.	1
The new planters	1
The new curves they put up they're too wide ugly you can't see around them	1
The new curbing is to far out into the street.	1
The lack of development.	1
The homeless problem.	1
The homeless population. More golf cart accessibility. I believe that aspect of our town is growing. Mo re paths into downtown, etc.	1
the homeless people on every corner	1

The homeless gives Griffin a poverty look that is devastating to it's potential. Dark alleys are unappealing and not safe. Parking is difficult.	1
The highway traffic. Hard to do much when a state highway goes through the middle.	1
The half closed stores that make it feel sketchy	1
The brick planters, lack of parking, crime	1
The amount of traffic coming through it.	1
The abandoned/for rent buildings that still have items in the windows. They truly bring the look and class of Griffin down so much.	1
The abandoned buildings and traffic.	1
The abandoned buildings and buildings that are owned but not used. It’s very depressing.	1
That homeless ppl sit outside of the restaurants. Trash on the streets and sidewalks.	1
Some of the parking, the traffic is not great, some of the storefronts are an eyesore.	1
So many businesses close early and does not promote dining and shopping because nothing is open in evenings other than eateries. Would love to come on weekends and Friday nights to just peruse around shops similar to other downtowns I’ve visited.	1
Smoking Margaritas	1
Safety	1
Run down buildings and alleyways need updating.	1
Rules for building owners when creating storefronts. Relocate homeless shelter. The potential is there and it can be done. Loft apartments, lease individual stores, etc in old Crouch’s building. A “dry bar” would be amazing.	1
Restaurants that were geared to "Date Night" dining.	1
Remove massive concrete planters on corners ; more community events, festivals- bring back beer fest!	1
Random shops like hair salons, cell phones, etc. I think it should focus on just shopping (antiques, clothing, hobby stores), dining (no more bars), and entertainment.	1
people making uturns	1

parking; homeless people having no where to go but benches and wandering throughout downtown	1
Parking. More places to visit with variety.	1
Parking, traffic at noon	1
Parking, not any kid friendly entertainment	1
Parking, a brewery	1
PARKING PARKING PARKING	1
Parking options	1
Parking layout and use of alleys. Lights and greenspace in alleys would improve foot traffic for existing and potential businesses.	1
parking issues	1
Parking is horrible.	1
Parking is difficult	1
Parking and traffic	1
Parking and the traffic	1
Parking and the new narrow lanes	1
Parking and roads	1
Parking & safety	1
operate in silos	1
Nothing-- there's plenty of parking but the parking garage should be available to everyone.	1
Nothing	1
Not enough resturants and traffic	1
Not enough restaurants or places to sit outside. No family friendly areas with food.	1
Not enough places that dont involve alcohol, tattoos, smoking etc and the traffic since they messed up the streets	1

Not enough parking!!!! Not enough versatility in the types of businesses that are available.	1
not enough parking	1
Not enough fine dining nor art	1
Not enough family friendly businesses	1
Not enough dining, shops, and entertainment	1
Not enough businesses to help it thrive	1
Not a lot of things to do	1
Not a lot of live music for everyone	1
None that I can think of!	1
No shopping	1
No parking, the surrounding area is unsafe and unattractive so it makes the extra parking lots a place I don't feel safe to park.	1
No activitys	1
Needs additional parking	1
Need regulations for store fronts and business signage. Some small businesses look very unappealing and gives a run-down, unkept, and crime ridden image of downtown. Other businesses take pride in their exterior and make downtown inviting.	1
Need more things to do besides shop and eat	1
Need more activities downtown	1
Need greenery space.	1
Multiple types of business	1
Most of it is empty. Could have so much potential	1
More store front revitalization	1
More places to eat. A true gastropub (Tipsy Daisy is a step in the right direction.) find a tenant for The Towers. That's the biggest potential we have downtown.	1

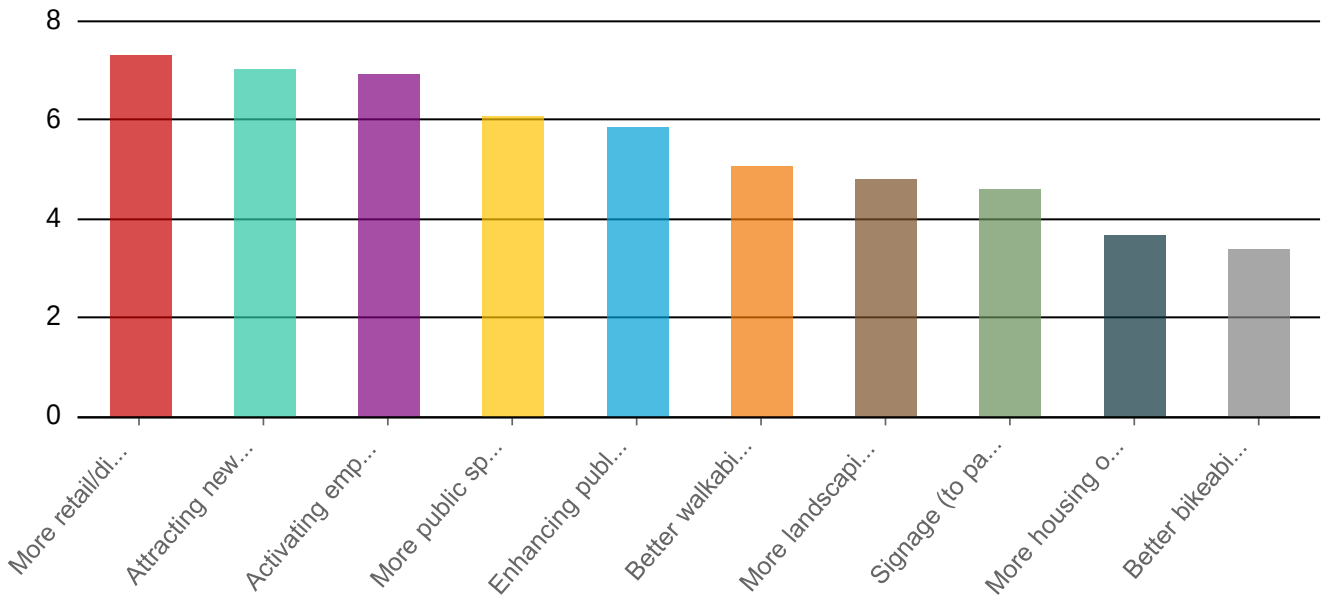
More entertainment. Better shopping. Night life.	1
More attractions	1
More access for those with walking issues/disabilities. Parking is slim in front of stores and city lots m ake walking more difficult.	1
Many of the buildings need revitalization and a facelift. Parking, traffic, and the speed in which cars go through the area are a problem. Homelessness and the safety of myself and my family are a concern because of that.	1
Limited recreational options	1
limited night life atmosphere	1
Less through traffic and easier parking (and/or a shuttle from parking).	1
less closed up shops (eyesore). a specialty restaurant (seafood/steak), Movie theater (in the old hote l?)	1
Lack of trendy restaurants/stores	1
Lack of places to eat	1
Lack of parking and frustrating to navigate	1
Lack of arts (music, poetry, dance, etc.) entertainment	1
Just want more of it	1
It’s not more diverse	1
It could use a variety of sustainable businesses. While the variety is good, stores like skate shops, cell phone repair, and vape shops seems to frequently go in and out of business and leave high rates of v acancies.	1
In general Griffin gets a bad rap for crime. I’d like to change peoples thoughts on that because I feel a s though it’s a deterrent	1
I’m some areas, I don’t feel safe walking around by myself.	1
I wish that existing businesses were given incentives to stay like new businesses. Some new ones do n’t last and the ones that have remained should get some sort of incentive to stay. Broader advertise ment would help make it a destination.	1

I hate parallel parking! Target ladies with disposable income - clean cozy restaurants, gift shops, antique stores, bakery shops, hop on trolley, murals on side walls, storefront flowers in urns or hanging baskets	1
Homelessness! There seems to be a lot of “strange” businesses. There needs to be more uniformity as far as updating goes.	1
Homeless population, trashcans overflowing, allow different food trucks, artist, etc on 2nd Sat,	1
Homeless people walking around and the crime. Too many fast food restaurants and not enough fresh food options. There needs to be more entertainment/ positive opportunities for teens/kids.	1
Homeless people in the alleyways. The trash in alley is horrible!	1
Homeless People	1
Homeless and limited handicap parking	1
Homeless	1
Hill Street traffic pattern	1
Hill street traffic needs to be addressed.	1
Heavy traffic in Hill Street	1
Hard to find parking. Not much to do other than dinner	1
GUNSHOTS	1
Get rid of flower planters that keep gettin knocked down - rid Solomon Street of people that hang out on street and beg for money	1
Focus on the median areas and overall aesthetic appeal. So many other smaller downtown city areas look so much better. Downtown Griffin could be among the prettiest with the proper focus, oversight and upkeep.	1
Every building filled with shopping or restaurants. No empty building and too many businesses that are not an overall draw for economic impact like attorneys etc.	1
entertainment and park space	1
Empty/vacant spots	1
Empty space/underutilized spaces	1

Empty buildings that could be housing, shops, etc.	1
empty buildings remain, historically a lack of local pride (but that seems to be improving)	1
DT does not work together with businesses. Locals need to be able to put up signs & market. Griffin g ovt does all it can to run off food trucks which are what brings people to areas they might not normally visit.	1
Doing something to all the the ran down buildings, more to Do. Fix aside walks	1
Difficulty in finding parking !	1
Difficult to find parking.	1
Congestion. Work with state to move hwy. 155 away from downtown.	1
Congestion, need to reroute traffic especially commercial vehicles. The rail line crossing also is not id eal leading to additional congestion and at times the complete stoppage of traffic flow downtown.	1
Congestion and parking	1
Close to the hood	1
Clear parking locations.	1
Clean up! Don’t be scared to do the right thing, but must have a happy medium and not to run busines ses off. Don’t spend so much time to approve items with city attorney. Maybe it’s time for a change	1
boring stores ie antiques and furnishings	1
Blighted houses needing remodeling	1
Better shopping.	1
Amount of shops/restaurants open on weekend evenings, lack of activities (see Senoia as a great exa mple)	1
All the traffic	1
All the Anitiques. Also how dingy it looks.	1
A theater in the old Woolworth building.	1

Answered: 197 Skipped: 12

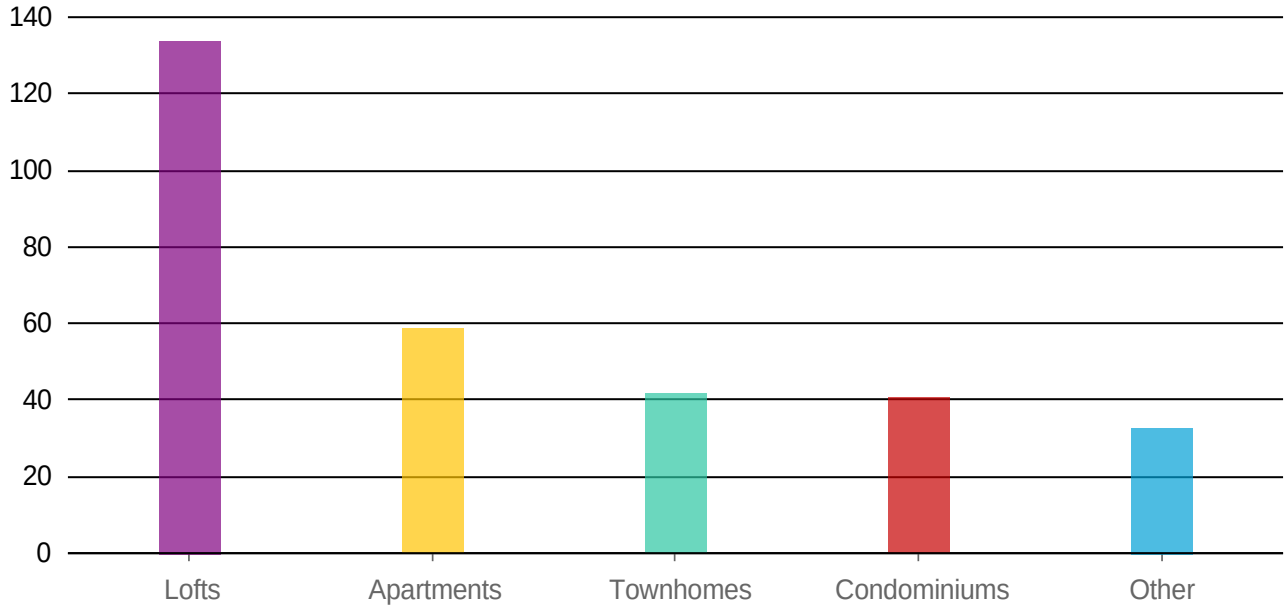
When focusing on downtown revitalization, what is most important to you?…



Rank	Answers	1	2	3	4	5		Average score
1	More retail/dining	25.37% 52	17.56% 36	12.2% 25	13.66% 28	9.27% 19	4.39% 9	8.29% 17 7.34
2	Attracting new businesses	13.17% 27	21.95% 45	17.07% 35	12.2% 25	10.73% 22	8.7	7.06
3	Activating empty/vacant spaces	21.46% 44	16.1% 33	14.63% 30	10.73% 22	8.29% 17	7.32% 15	6.34% 13 6.96
4	More public spaces/parks	11.71% 24	6.83% 14	13.66% 28	11.71% 24	15.61% 32	13.1	6.10
5	Enhancing public safety	14.63% 30	7.32% 15	9.27% 19	9.76% 20	13.17% 27	11.22% 23	10.73% 22 5.88
6	Better walkability (sidewalks)	2.93% 6	6.83% 14	9.27% 19	13.17% 27	11.71% 24	13.6	5.10

Answered: 205 Skipped: 4

What types of residential does downtown Griffin need?



Answers	Count	Percentage
Lofts	134	64.11%
Apartments	59	28.23%
Townhomes	42	20.1%
Condominiums	41	19.62%
Other	33	15.79%

Answered: 195 Skipped: 14

Are there elements of other thriving downtowns that you visit that Griffin should…



Response	Count
Senoia	6
No	4
Yes	2
More restaurants	2
Macon	2
Forsyth	2
Yes. LaGrange. Downtown theater, brewery, and amphitheater that brings in actual events/concerts/	1
Yes, I love Senoia and McDonough	1
Yes! Food trucks would be great.	1
Walkability away from Traffic, Better Parking areas	1
Upscale dining options, escape room, park/play area, dessert bar	1
Updating the structures, example Senoia	1
time-consuming shops and activities. Enough with the restaurants. There needs to be things to do if you're going to be there when you're hungry. Yarn shops w/ lessons, Indy bookstores w/ used & new books & places to sit, specialty, cool variety	1

Thrift/vintage clothing	1
Thomasville, Macon	1
Things that don’t revolve around alcohol	1
There is no center, no connectivity. The layout does not encourage community.	1
The local breweries and nightlife of downtown Macon.	1
The lights at Hill and Solomon and Hill and Broad and possibly Solomon and 6th should be all stops t o allow for safer crossing for pedestrians. Basically all traffic lights are red to allow for pedestrians to c ross in either direction.	1
The environment	1
Street Vending	1
Stop trying to replicate others bring the life of Griffin	1
St Augustine, Savannah	1
Splash pad, kids indoor playground	1
Something for everyone: mornings are for the kids and families. Things for the youth to do. A nightlife that is safe.	1
Signage is an issue downtown. It’s nice when the signs hang out over the sidewalks so when riding by you can see them.	1
Shuttle service	1
Shops and restaurants open till 9 pm during weekend. More art programs.	1
Sense of safety	1
Senoia. Forsyth.	1
Senoia, Halcyon (Forsyth county), Forsyth (City), Savannah, Greenville (South Carolina)	1
Senoia, GA; Asheville, NC; Chattanooga, TN	1
Senoia has great outside dining	1
Senoia and Zebulon (sense of comfort and safety)	1

Senoia and Zebulon	1
Senoia and Newnan	1
Senoia / Dahlonega	1
Senioa	1
Savannah, Ga	1
Rooftops, breweries, great restaurants	1
Rooftop bars/restaurants, breweries. A really nice park would be a nice addition as well	1
Rooftop attractions, breweries, outdoor dining	1
Revitalize our empty buildings	1
Restaurants open on Sunday	1
Restaurants	1
Reading garden, book store	1
quality of renovation; quality of type of business	1
Public transportation	1
Public green spaces and greater/safer walkability. Public art. Creative lighting of alleyways.	1
Plenty of parking	1
Peachtree city, newnan	1
Peachtree City and Newnan	1
Parking	1
Painted, attractive, repaired store fronts. Not opposed to planters, but our design is not working. Plant s are not attractive & I would be fearful of sitting on the benches near planters- public safety here.	1
Oxford, Mississippi Senoia, Georgia. Madison, Georgia	1
Outdoor seating/dining/patios	1

Outdoor seating and possible rooftop seating (depending on the building and due to size of business) This would allow more business and less traffic blocking sidewalks.	1
Outdoor eating locations (McDonough, clear tents)	1
Outdoor dining	1
Original and different places for dining, coffee, desserts	1
Opelika, AL	1
Not really I like that ours is different	1
No, it's really good downtown	1
No, I think less housing/residential is better	1
No we don't want to be like anyone else-. Bring back our history and make it family friendly	1
Nightlife other than just bars. Somewhere to shoot pool with live music or karaoke, somewhere to just hangout.	1
NIGHT LIFE.	1
Night life,resturants,entertainment	1
Night life	1
Newnan, Senoia, Rosemary Beach/Seaside (FL), Canton, Roswell, The Town of Trilith in Fayetteville (Pinewood Studios)	1
Newnan, Jackson, Fayetteville, PTC, Macon have bigger art communities and offer opportunities for mobile food and businesses to come to public events. Griffin has not been welcoming bc of fear of co mpetition to businesses.	1
Newnan, GA has a lot of outdoor markets and festivals	1
Newnan, and Macon has some nice elements.	1
Neighborhood lot McDonough and book store	1
More weekend events for young adults. Nightlife activity. Outdoor live music. More activities	1
More shops and easier parking	1

More shops , clothes store, maybe a workout place all within walking distance	1
More restaurant choices	1
more relevant small businesses. how many antiques does one community need?	1
More public art , sculptures, murals	1
More outdoor festivals	1
More outdoor dining spaces	1
More out door actives.	1
More live music	1
More family friendly dining options….less focus on alcohol/bars	1
More family friendly areas with food and alcohol, dog park, brewery, nicer restaurant, wine bar	1
more diverse shopping and dining options	1
More dining and shops open on Sundays, since that is a day people have off to go out. A farmer's ma rket every weekend would be a huge hit!	1
More dining and shopable stores	1
More decorations, more community events	1
More community wide activity; more resources for the homeless or people in need	1
More community festivals and events	1
More activities to participate. Festivals & events that are more than just a couple of vendors & lacklust er entertainment. If griffin could replicate McDonough or Covington, we would be heading in the right direction.	1
McDonough. Without the traffic and parking	1
McDonough- the square, new businesses, homeownership	1
McDonough Ga , Newnan Ga	1

McDonough and Senoia should be our blueprint. Griffin’s downtown is larger than both, but they are close to 0% vacancy with high quality dining, drinking, and shopping options. We need a pull. Capitalize on Sun City residents.	1
McDonough and Newnan	1
McDonough	1
Madison, GA	1
Madison or millidgeville	1
Look at Senioa; Peachtree City Night Market	1
Locust grove	1
Laurel MS, Macon well lit outdoor dining and bars	1
LaGrange; Decatur; Greenville, SC; Columbus; Woodstock	1
Kids Activities/Spaces	1
Keep it a small home town feel, with show casing our history	1
I like how Atlanta has scooters you can rent, not sure Griffin is big enough for that tho	1
I like dining outdoors, music, art think of downtown Decatur	1
I feel like a lot of towns downtown area have a fountain! I think a fountain would be absolutely beautiful somewhere downtown that people can enjoy !	1
I don't know if other towns have it or not but there are not any men's clothing stores, or any shoe stores. All the boutiques that sell clothes are pretty much alike in my opinion.	1
I believe the golf cart “taxis” weren’t advertised enough. Nashville has those and it works great. We need more than one and specific routes and times.	1
Holiday activities	1
Griffin just needs to make all the vacant spaces look better and improve the safety factor by getting those vacant spaces fixed up and filled with viable businesses.	1
Greenville SC; Gatlinburg; St. Augustine, Savannah, Nashville	1
General curb appeal improvement to draw more interest for business.	1

Fun places for teens	1
Flashing street signs for pedestrians to walk	1
Flashing lights for pedestrian crossing	1
First responder prescience. Police on bikes	1
Family friendly, lively	1
Events	1
Entertainment family	1
Entertainment businesses	1
Enhanced landscaping, accent lighting	1
Energy healing center, esoteric shops, an Ethan Allen needed, more fine dining, 1 Grain n Berries, Bo bba teas, more healthy smoothies	1
Downtown Athens is a city I enjoy visiting it has an old feel but yet it has the foot traffic at night that is awesome. The side walks have inset lighting and all businesses are well lighted.	1
Dahlonega, GA	1
Covington	1
Cool and diverse eating establishments, shops other than antique stores. Better traffic flow.	1
Continue to add great restaurants and shops	1
Completion of the Amphitheater	1
cleanliness; ambient mood; lighting (lighting is inconsistent)	1
Cleanliness and dining options similar to Senoia	1
Check out Perry, GA; safe, thriving, diverse, beautiful downtown	1
Businesses are open on the weekends and with extended evening hours for shopping. I work until 5:0 0 and mos	1
Brewery and higher end entertainment venues	1
bistro lighting alleys; bulb lights on the top borders of all downtown buildings	1

Bank St, Slices , Broad St Mill	1
Atlanta Ponce City Market, Savannah downtown	1
Art	1
An amphitheater, more shopping, more dining options.	1
Amphitheatre and good lighting on secondary streets	1
Again,downtown Boulder	1
A monorail like Seattle that gives a tour of down town	1
a mixed indoor/outdoor (patio-type) dining experience. Better walkability utilizing alleyways (alley clea nliness and safety)	1
A local bookstore! Less through traffic, especially truck traffic. Maybe a shuttle service on some days (especially Saturday).	1
A city center that everything grows around would be nice.	1
A book store/more restaurants /neighborhood lot area	1
better events downtown	1
	1

Answered: 162 Skipped: 47

Is there place in downtown Griffin that you envision becoming something more?



Response	Count
No	2
N/a	2
Yes.. the Westside of downtown	1
Yes. One Hill is such an eyesore and has so much potential.	1
Yes. A business that all ages could enjoy. How do I find investors and make a business plan to do this ?	1
Yes, the residential area	1
Would love the see the bank turned into lofts and whatever is on the corner finished into mixed use lif ers and dinning. Starbucks would be amazing	1
Would love an area with outside seating and activities. Like a bar or brewery. One a nice day there is nowhere to go for a meal or drink beside La Parilla for outside seating.	1
would like more picnic type areas where people can eat outside	1
WHATEVER LOOKS GHETTO	1
We need a real wine place. The sip and shop is hardly ever open and tipsy daisy is more like a nightcl ub bar than a wine location.	1
Vacant space behind Historic city all. Park and amphitheater.	1

Vacant lot beside city hall. Doc Holidays, old gas stations into eating places, not junk yards	1
Vacant lot at 5th and Solomon	1
Vacant buildings in general it would be a dream to have as many various businesses as possible	1
Use the old mill buildings	1
Turn the old mill into a large inclusive senior living village	1
There are several places like this I see. Would especially love to see something like community garde n project in one of the vacant lots.	1
The vacant buildings	1
The upstairs from Corner Cafe, and the building beside it.	1
The strip by A's Candles	1
The stretch from the old courthouse down Solomon St could connect the antique shops to downtown. Build that area up. Extend downtown.	1
The spot beside Corner Cafe with the weird statues, also the spot across from FBC that has the weird signs	1
The space in between Slices and Happy Days	1
The second story places should convert to apartments	1
The place on the corner of hill street and Taylor	1
The old hotel; I think on Taylor St. Movie theater.	1
The old hotel to be restored and used as a hotel.	1
The old hotel on the corner needs to be cleaned up along with the vacant store down from Corner Caf e. The items in the window are not appealing at all. A n enclosed playground in the vacant lot behind t he old city hall would be a lovely addition.	1
The old hotel has potential, a kid friendly play place/park that is safe, golf cart friendly travel, vacant b uildings for trendy/fun restaurants	1
The old hotel building that has been used for nothing but weird displays in a decade. Eye sore that co uld be so much more.	1

The old bike building	1
The large corner building on hill and Taylor that is across from smoking margaritas	1
The large building on the corner across from the church	1
The huge vacant building on the corner of downtown! Would love to see restaurants, club-like atmosp heres at night. Mini golf on the roof	1
the huge empty lot on e solomon could be cute housing	1
The hotel should be restored to annabellum style.	1
The historic hotel front by Taylor St. Would like to at least tour it or see inside	1
The heath tower	1
The Heath Building could be such a cool boutique hotel with restaurants/lounge/bar.	1
The empty school? on Hill Street, it's brick and by the blue supermarket	1
The empty lot by the Historic City Hall	1
The empty buildings are awesome locations but they are so run down and old: no one can afford to d o anything with them.	1
The east side	1
The corner of Hill and Taylor, opposite of “Smokin Margaritas” (which is not an amazing eyesight for p asser through’s as the neon stickers on windows paints a picture). The current plan of a hotel/5 star re staurant should most likely change.	1
The corner building of hill st and Taylor	1
The corner anchors on Taylor and hill need to be amazing. Not empty and smoking margaritas. Not en ticing.	1
The city park would be awesome for a putt putt course again/ more stuff to do with kid/basket ball cou rts	1
The City building/ old bank should be replaced with a huge secured multi level parking deck	1
The buildings across from welcome center & open spaces between them would be great outdoor eati ng or street market area if attractive. Or music culture venue. Garden area. So close to Welcome cent er but not very welcoming!	1

The building beside corner cafe and the hotel across from FBC	1
The building at the corner of hill and Taylor seems like it could be amazing for lofts	1
The brick building on the corner would be a great hotel. a regular hotel NOT a luxury one	1
The big corner building that is empty. Nice apartments would be nice but there's no parking.	1
The area by the Welcome Center	1
The area behind the old fire station bay (where they hold the Farmer's Market) and that area in front of the old courthouse.	1
The American deli spot could be a higher quality dining option- Or food market type area	1
The 200 block of E Solomon St. where the old city offices were once it has been talked about, to have an amphitheater in this spot would attract more out of towners.	1
That theater building on the corner of Taylor and Hill should be something! Also, this isn't downtown, but there's a huge vacant warehouse with a water tower near the railroad close to downtown that could be the next Krog Street or Ponce City Market.	1
That giant corner building across from church needs to be condos	1
Taylor Street beautification, as a main artery into the downtown area.	1
Taylor & Hill empty building should really be something usable. It's emptiness is an eyesore.	1
Tall building corner of Hill & Solomon	1
Take place where youth can enjoy themselves and not being Danger	1
Sorry wouldn't know. Just moved here from Miami	1
Some of the vacant buildings going towards North Hill Street using the building for a restaurant and nice bar upstairs and downstairs.	1
Some of the back alleys could be great spaces for restaurants, bars, etc.	1
Solomon Park, Alleyways	1
Solomon Park and the old GDN site	1
Solomon Field should be an amphitheater	1

So many store fronts have shops that stay for a few months & then vacate. We need sustainable businesses in any of the store fronts along the downtown strip.	1
Several delpidated buildings could become parking	1
Run down warehouses turning into parks/dog park	1
Roof top bar/restaurant	1
Revitalize the alleys, Bank and State to attract business	1
renovation of Plott Hide building, Griffin Hotel	1
Put something in all vacant stores	1
Possibly incorporating apartments I to the footprint on both East Taylor coming into town and West Taylor leaving downtown	1
Parking Deck, The alleys behind the businesses	1
Park next to Historic City Hall becoming better concert venue	1
One hill and Taylor - make it a multi level family fun center with bouncy, laser tag, game rooms, preschool kid area, movie theater with dinner on the bottom- have party rooms- do an outdoor garden bar area on top...	1
old Ellis Cycle shop, vacant lot behind Historic City Hall	1
Old Crouch’s building. Could be dining, shops, lofts	1
Old crouch’s building	1
Old City Hall Lot	1
NewTown Macon	1
Need Marta buses for people in griffin	1
Move food market from the Kiwanis fairgrounds to lot right side of Historic City Hall. It has parking space for vendors to drive up easily with produce & space for shoppers. Permanent spaces for vendors/ power, water.This could have a lot of uses.	1
Most of Taylor St. family dollar shopping center is an eye sore. It’s embarrassing to bring family and friends to town	1

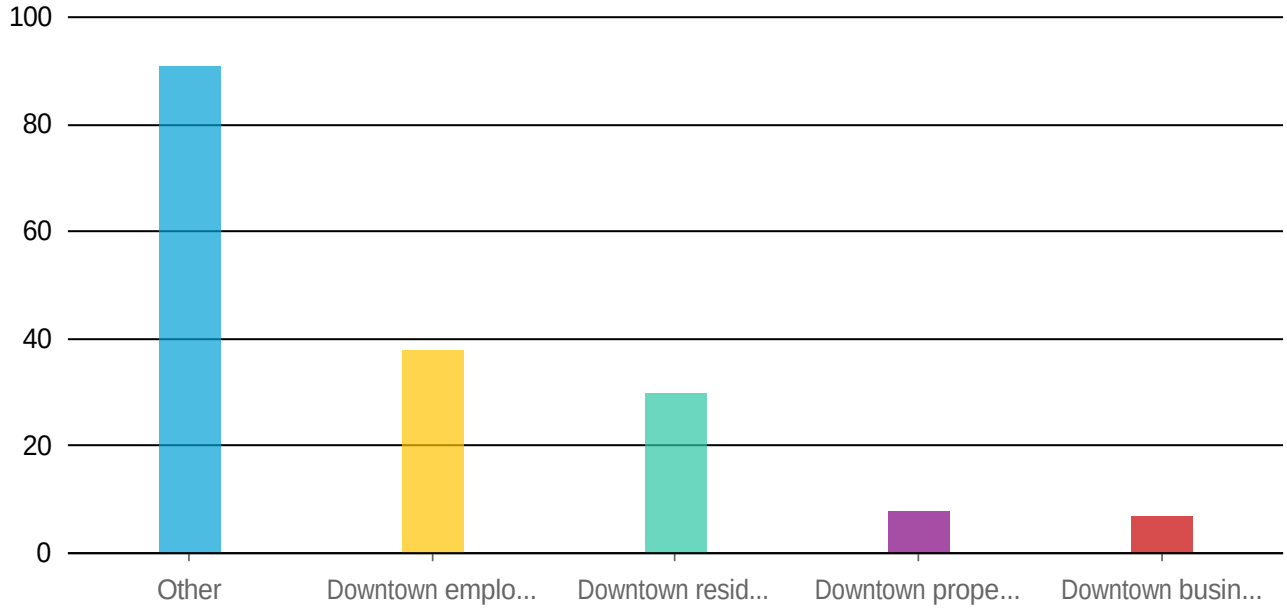
More unique/boutique restaurants (breakfast, brunch, nice steakhouse, nice Thai place)! A good spa would be amazing! A makeup/beauty store would be great.	1
More spaces to just come and sit and relax and enjoy the area that is independent of the outdoor dini ng spaces.	1
More shopping nails, workout place, healthy eating	1
More outdoor environments to enjoy the elements	1
More holiday decor.	1
More actual homeowners and less section 8 housing.	1
Maybe where Angelo's was. Put a bar with live bands like in Nashville.	1
Lot behind/beside public defenders office.	1
Locust grove	1
Large buildings that are mostly vacant and could be perfect for mixed use utilization.	1
Just spruce it up.	1
It is not downtown, but the old Renaissance Assisted living facility is sitting empty and useless. It woul d be a great place for homeless to get on their feet in someway, or a place for young adults to live alo ng with elderly to help them out.	1
Indoor playground. Bounce house, obstacle course, etc	1
If there 'we' no obstacles... The area between Veterans bldg. & old City Hall/Fire Dept. bldg.	1
I would love to see an upgrade to the apartments downtown.	1
I would love to have a Atlanta Beltline or Newna LINC A pedestrian/biking multiuse path around the cit y would be awesome	1
I would like to see the proposed amphitheater to be built to be another venue for our various arts orga nizations (Griffin Ballet, Main Street, Camelot, Griffin Choral Arts).	1
I envision the buildings on the side facing the rail-road tracks becoming the front of buildings and mor e aesthetic looking with outdoor tables and awnings instead of garage doors. I see small playgrounds in the pockets of green spaces.	1
I don’t know.	1

Honestly I think griffin should incorporate a club like crazy bull some how. That would be awesome	1
Heath Towers building, Old Feed and Seed building on N. Hill Street, Vacant lots beside Historic City Hall	1
Heath Towers - loft apartments and upscale dining downstairs with a quaint coffee/tea morning business.	1
Heath building	1
Heath	1
Healthy lunch (sandwich soups) that is open on weekends. Coworking space. Nicer dinner options	1
Have live music more often outside!	1
Gigi's Gelato	1
field beside HCH	1
Family friendly	1
Crouch’s building	1
Corner of Taylor and Main St.	1
Corner of Taylor and 6th st	1
Corner of hill and Taylor. Change the laws and let that building have a Steakhouse that serves brews. It 2022 geez	1
Building on corner of hill and Taylor, location next to studio d	1
Building an actual place to house the Farmers Market with stalls like Senioa showing we are serious about pop up businesses coming in to sell wares.	1
Block across from The post office and Welcome Centwr	1
area beside old city hall	1
Area at W Bank St and State Alley; W Slaton Ave (just parking, maybe some greenery added; Area beside Historic City Hall	1
Any of the old dilapidated buildings could look better.	1

Any of the empty buildings	1
Any of the beautiful, brick mill buildings into multiuse options. The surrounding neighborhoods would be an issue.	1
Amphitheatre space finished. Warehouse along railroad (old hide company) condos. Dovedown area with restaurants and stores (that is not used by church). Large brick building at base of 6th St. bridge remodel into apartments.	1
Amphitheatre and park at Solomon and 5th	1
Alleyways need to become safe places…maybe sitting areas, outdoor dining options, kid play areas while parents rest etc…	1
Alleys	1
All the empty spaces of fly by night, less desirable businesses to be eliminated	1
All rundown places need to be fixed up. Building owners should be held accountable for the appearance and upkeep of their store fronts.	1
A mecca for foodies and unique shopping locations that aren't priced above the middle class ability to buy	1
The Towers could house a gastropub or restaurant on the ground floor and additional 4 floors into 2-4 apartments per floor.	1
	1

Answered: 140 Skipped: 69

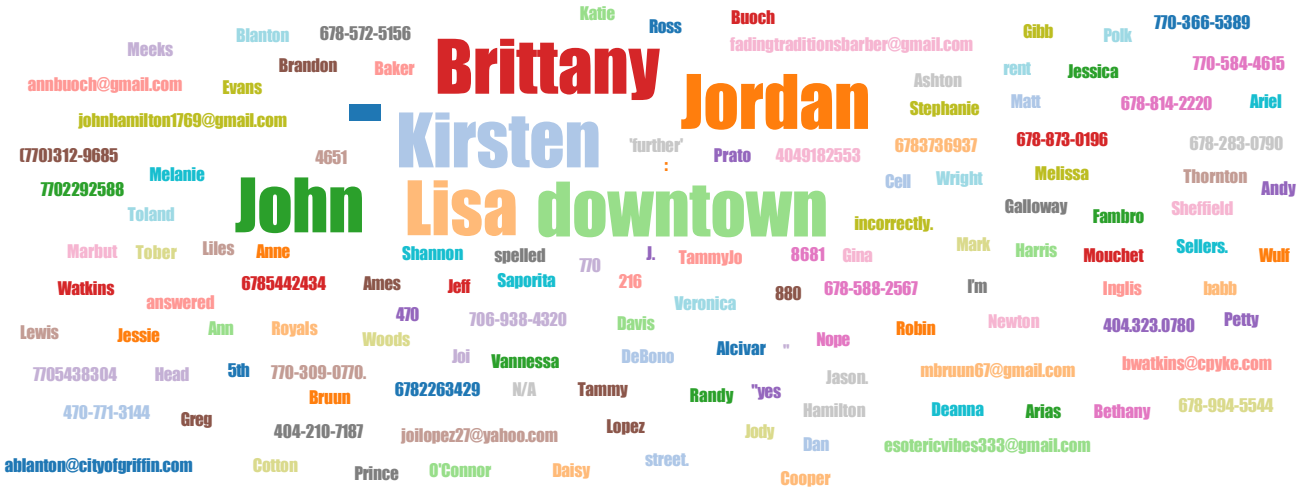
Do you fall into one or more of the follow categories?



Answers	Count	Percentage
Other	91	43.54%
Downtown employee	38	18.18%
Downtown resident	30	14.35%
Downtown property owner	8	3.83%
Downtown business owner	7	3.35%

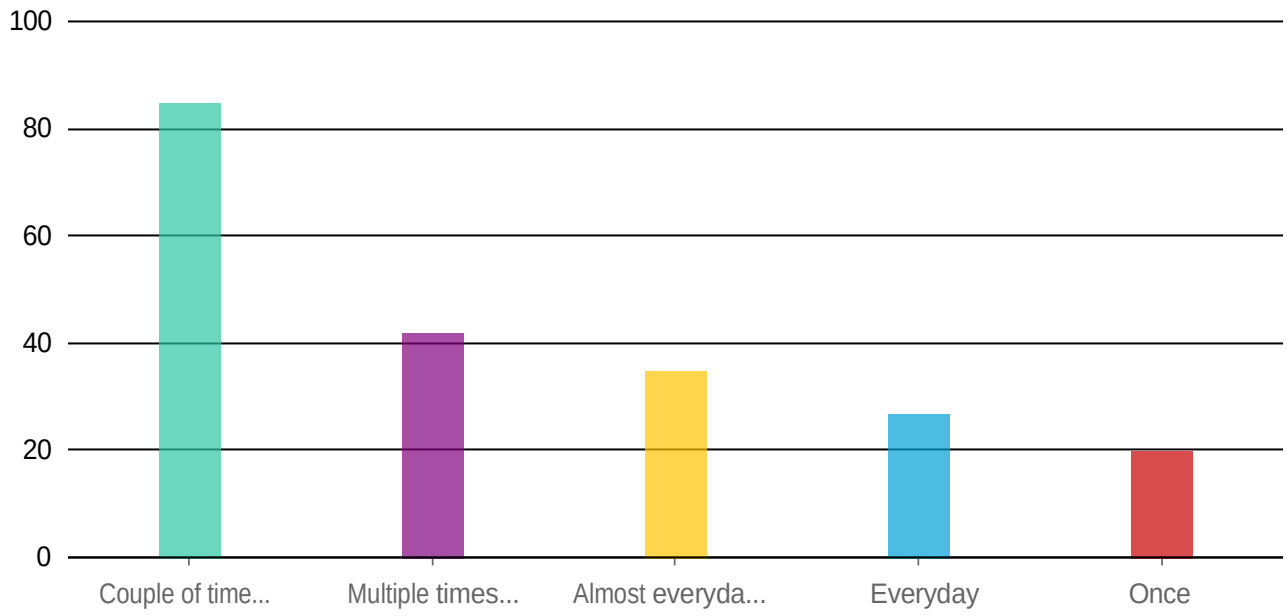
Answered: 166 Skipped: 43

If you answered "yes" to previous question, would you consider leaving your name an…



Answered: 56 Skipped: 153

In the last 6 months, how often have you visited downtown Griffin?



Answers	Count	Percentage
Couple of times a week	85	40.67%
Multiple times a week	42	20.1%
Almost everyday	35	16.75%

Everyday	27	12.92%
Once	20	9.57%

Answered: 205 Skipped: 4

What are possible ways the city can address homelessness?



Response	Count
Shelters	3
Unsure	2
Shelter	2
No idea	2
Homeless shelter	2
Zero tolerance. Panhandling should not be tolerated at all, it deters shoppers, interrupts the paths or routes a shopper would take from one retailer to the next to avoid the encounter.	1
Work/Spalding Collaborative's efforts to address homelessness/ poverty: Attend SC's meetings. Turn empty space into emergency housing- place for a shower/toilet. It will need manager/ a passion to improve our town & people's lives. Transportation.	1

work with non-profits to provide shelters and programs to help re-integrate people into society	1
Work with nonprofits in the community to discuss resources in conjunction with law enforcement to we igh what can be done legally and in the best interest of those who are homeless	1
We need more subsidized housing on the north side of town.	1
Warming Centers, Community Gardens	1
Use empty buildings for shelter purposes or make more room available in current shelter for homeless	1
Turning larger vacant buildings into homeless shelters?	1
Turn vacant buildings into homes for them	1
Turn one of the old buildings into a shelter. Write it off on taxes	1
Tiny Homes or efficiencies	1
Tiny home villages	1
They will continue to do what you allow. So many homeless people have chosen to be homeless but it doesn’t mean they can just sleep on the sidewalks or beg outside of businesses. If the COG continue s to allow this behavior it will get worse.	1
The city is doing a great job with the homelessness, currently	1
The city can only do so much. They have to want to be helped. Can’t force it as long as they are civil t hey are welcome as far as I’m concerned. But always offer the help.	1
That is a tough one. It is getting very bad though. I understand we take in drug addicts from all over th e state for rehab and then they walk away. Maybe give them transportation back to where they came f rom.	1
That I don’t know	1
Take the abandon houses and building renovate them they can also be used for transitional housing	1
Take a vacant lot that the city has torn down old homes and build some tiny homes.	1
support shelter developments in appropriate locations w/church, NGO	1
Support a non-profit organization who can provide for homeless persons rehabilitation, medical care, and relocation.	1

State/federal funded grants for homes or type of housing	1
Ship them to California	1
Shelters.	1
Shelters made available outside of downtown; loitering ordinances and enforcement; public spaces ou tside of downtown away from retail/dining/businesses.	1
Shelter, local barber can give haircuts at a fixed price so homeless can look and feel good about them selves, rehab program that can help the homeless find housing and or job postings	1
Shelter / educate the public	1
See above answer, don't know how it could work.	1
Security Guard or Traffic Patrol Guard	1
Safe shelters, advancement opportunities (education, housing, job), “tiny” house concept, substance use resources	1
Relocation and help - whether it be finding a shelter until they get on their feet. Providing educational classes to help them with finding a job. Help with healthcare and basic needs.	1
Relocate/close the impact ministry. They brought them to our town.	1
Relocate them. More police monitoring	1
Relocate services that bring them here.	1
Relocate people	1
Referral to shelter if we have one / creation of a shelter if not	1
Put them to work!!!!!	1
providing shelters/transition programs.	1
Providing more for the homeless outside the heart of town	1
Provide them with housing jobs for a limited time, rehab	1
provide shelters	1
Provide SAFE housing that's affordable	1

Provide a homeless shelter	1
Provide a "hand up" not a "hand out." Give them employment or direct them to a shelter.	1
Programs to help the homeless, Facilities available with resources	1
Prepare a building that’s run by community	1
Partnership with non-profit programs for treatment/relocation	1
Partner with Rescue Missions	1
Partner with non-profits & others who can address specific needs of homeless; survey other cities to s ee how they address homelessness	1
Partner with area churches/community leaders (those with funds), to create a community wide plan. R elocate the downtown shelter immediately. There are those that own locations within proximity that co uld give buildings for shelters and use.	1
Outreach programs	1
Open the homeless shelter 24 hrs-. Give them a place to hang there and go instead of having to mov e-. Build up the 13th st with resources and a few more housing - reach out more to the community for their help -maybe have an advocate like impact	1
Open more shelters and extend more help	1
Open more churches	1
Open a larger homeless center and allot a set amount of tax funded money to provide a safe place for the homeless community to go.	1
Open a homeless shelter and if they are loitering, they are taken there.	1
Offer opportunities for able body homeless the opportunity of employment by helping keep the streets clean. Enable them to better themselves. Some may be on the streets due to mental health issues. W e need to get them to facities where help is	1
Offer jobs	1
not sure we can. this is a national issue but i dont think certain clinics around here help	1
Not allow them to sleep or commune in local areas downtown	1

moving the homeless ministries out of the downtown core, but do it in a way that still serves that population	1
Move them outside of the downtown area	1
Move them out of the city or regulate their rehabilitation that would benefit the city and them	1
Move the shelter away from the business district and provide a ride via GPD to that shelter.	1
Move the impact church out further from down town	1
Move Rock Springs outreach on Solomon away from downtown. Foot patrol from sunrise to 10 pm.	1
Move Impact out down town	1
Move homeless services outside the immediate downtown district and continue to encourage more businesses that can offer employment	1
Move facilities out of the middle of downtown city limits. This is a hard issue to address.	1
More volunteer opportunities for the community to come together and help	1
More shelters not in town	1
More shelters and 24 hour services	1
More shelter options	1
MORE POLICE	1
More housing and support for the homeless outside of the downtown area. The help needs to be available, but not take place in the same spot you are trying to change.	1
More affordable housing that is decent and clean and well managed. Foster opportunities for the homeless to have more self worth that promotes a desire to get out of their current circumstances.	1
Money depositors (like for parking) that are for collecting coins/cash that is then utilized by the city to aid in homeless/pan handlers. Athens has done this and the panhandling has decreased. Panhandling is horrible in Griffin.	1
Missions, education, training, assistance, transition programs	1
Mental health and addiction services	1
Mcdonough	1

Maybe give homeless the chance to help renovate some unused spaces downtown for use as affordable living space or in exchange for room and board.	1
Make sure proper leadership is in place, possibly providing place of residence/shelter away from downtown.	1
Look at root cause (mental health) and make a plan from there	1
Laws to prevent/feter.. Options for them to improve their situation.	1
Law Enforcement. Homeless Facilities outside of the City	1
Keep them out of here. Makes people not want to come walk around because they have to deal with them begging or hollering .	1
Keep them off of the streets. Provide incentives, programs to help them re-engage.	1
Keep homeless people out of the downtown areas, some harass you as you go inside places, makes me not want to go anymoee	1
Keep alleyways lit and nicer	1
Increased police monitoring, removal of businesses that attract homeless individuals to downtown	1
In Washington DC some homeless people sell maps to commuters and tourists for $1.	1
Improve the shelter, or add more	1
Impact ministry needs to be moved from the downtown area. Needs to be outside of city limits	1
I wish i had an answer to this	1
I think the people that are homeless, enjoy it. I don’t know how the city could make them not want to be homeless their are too many options that the city already gives	1
I honestly don't know	1
Housing vouchers that incentivize property owners to rent to them	1
Holding events where funds go to the population in need	1
Have more daytime activities/spaces for them to gather/ be active/ access different services based on needs, rather than lingering around high customer-traffic areas	1
Have a shelter with actual beds, showers, clothes, meals only allowed for the homeless	1

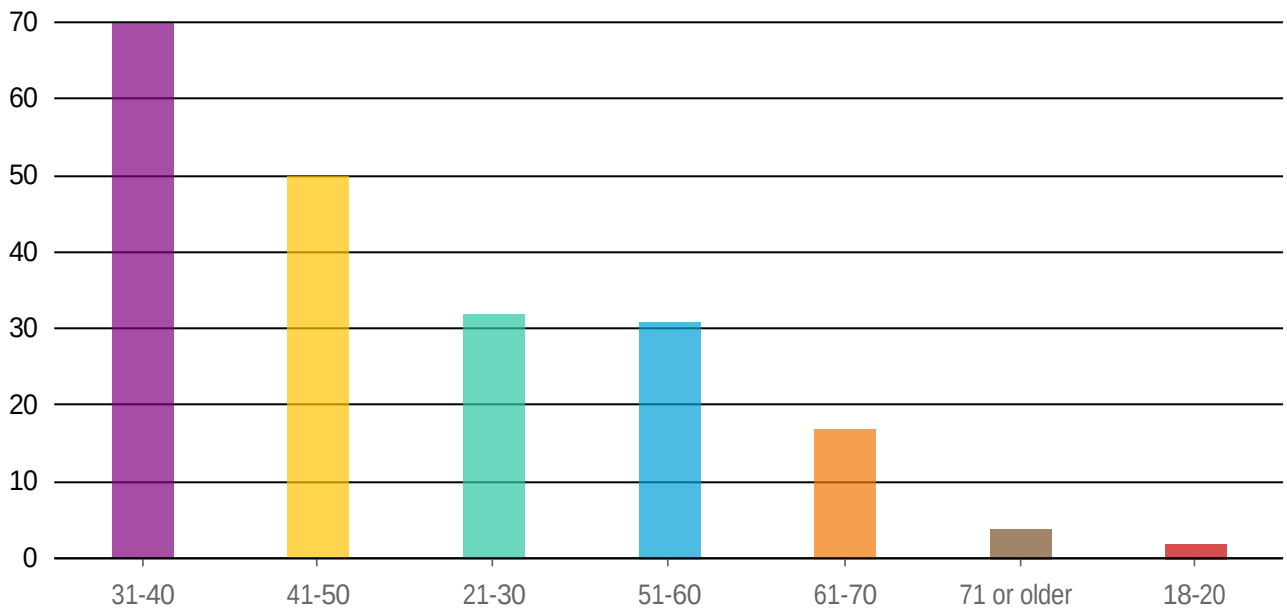
Have a shelter on the outskirts away from downtown	1
Have a shelter nearby help them get work	1
Have a homeless shelter	1
Give them clean up jobs.	1
give them a place to live. An apartment/sober living	1
Git them help finding a job.	1
Getting them involved with the beautification process and the upkeep of Griffin. Giving them a purpose and job.	1
get the homeless in touch with organizations that can help get them off the street	1
Get rid of the drug rehabs. Crack down on drugs and crime	1
Foot patrol at night to cut down on homelessness related crimes. Anything that could possibly provide shelter and a legitimate place to be other than the streets and alleys.	1
First, send mentally ill/drug abusers into respective programs. Then, for others, a rehab program that trains them on independent citizenship. What if a portion of old TSMS was converted into this? Housing/shelter/life skills then they graduate?	1
Find an alternative location for Impact Ministries as well as explore mental health options with McIntosh Trail to remedy people from outside of the city/county being "dropped off " here with no place to go after short term treatment.	1
Feed and have a homeless shelter	1
Establishing a place / shelter where they go that is NOT in Downtown	1
Establish shelters or other facilities for these.	1
Enforce current codes and deepen relationship with current non-profits established to meet the needs of the poor and or homeless	1
Encourage and help Impact Ministries move to the edge of town.	1
employment / purpose / hope	1
Educate the community; reach out for support from businesses & community organizations	1

create shelter areas in designated places	1
Create jobs. The federal government has to stop giving away money and incentivizing people to sit at home and do nothing.	1
Create job opportunities/programs for people to help themselves	1
Convert bigger, empty building like the old hospital etc. To shelters	1
Churches getting involved, tent cities	1
Check Macon! They opened an old hotel next to (or developed) a median park type/outdoor shaded si tting .	1
By possibly adding a shelter or something similar	1
By helping them , one at a time	1
By addressing mental health… More services from the community service boards	1
Build homeless shelter	1
Build a shelter	1
Build a homeless shelter, they work downtown to stay there.	1
build a clean and quality shelter that’s in a good location, provide opportunities for rehabilitation, provi de education on jobs and make resources available at the shelter	1
Better resources, shelter and programs to get people working	1
Better homeless shelters	1
Arrest them or pass a law for pandering.	1
Allow for viable homeless shelter. Not downtown though. Perhaps going east of downtown	1
Again we have plenty of vacant buildings that could be developed into homeless shelters/multi lurpos e centers	1
Affordable housing options	1
Affordable houses not appartment	1
Address mental health	1

Activation of under utilized spaces and vacant structures. Better lighting. Better accountability of organizations located downtown that specialize in charitable functions. More policing.	1
A shelter located away from the Main Street areas.	1
Create jobs that will pay in housing someone	1

Answered: 154 Skipped: 55

How old are you?



Answers	Count	Percentage
31-40	70	33.49%
41-50	50	23.92%
21-30	32	15.31%
51-60	31	14.83%
61-70	17	8.13%
71 or older	4	1.91%
18-20	2	0.96%

Answered: 206 Skipped: 3

DOWNTOWN REDEVELOPMENT PLAN

Advisory Committee Meeting #1

January 31, 2022
Old City Hall

AGENDA

1. Welcome and Introductions
2. Purpose and Elements of the URP Update
3. Discuss Goals, Priorities, and Outcomes
4. Discuss Highlights from Kick-Off Event
5. Review Survey Questions
6. Future Meetings/schedule
7. Adjourn

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City of Griffin
Downtown Urban Redevelopment Plan
Advisory Committee Meeting #1
January 31, 2022.

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NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE
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Chad Jacobs	CoG,	C-\°'-'-" ':>_e C J,,1_ ;_C"1-.<c--1	--,7 u· "'2-7,3 - L-t I SO
Michelle Haynes		mhaynes@cityofgriffin.com	770 · d3 S- c 11-.S 6
Bruce Ballard	&-;fc.J	bruce.ballard@gscs.org	99t7-3t,,-:,- 71....8.S
Doug Hollberg	C.O	gr.ffudsch@ao/.com	-r7c? - 4Coe - 3'itA
Jessica O'Connor	CCG	jsconnor@cog.com	'\C>... d-J-9, ,, la
Pat-ide Kay	CoG	pkayl cityofgriffin.ca	77r:f- /_;?/" s-.r s-c
Cindy Jones	t hamber	cjones@city6;Clvl c.e...	77 0 ?ff' o-®
N&VV'T1>,/ GALLOWAY	G-fL-AA-	ngallaway@gallyn-law.com	770.L!» . Zk
-At:))"1 Pollard	Chamber	Apollard@cityofgriffin.com	JD ;--J)..'Y- '(Joo

DOWNTOWN REDEVELOPMENT PLAN

Advisory Committee Meeting #2

February 25, 2022
Old City Hall

AGENDA

1. Welcome
2. Review and discussion of 2008 Short-Term and Long-Term URP Projects
3. Review of Latest Survey Responses
4. Discuss “Walk abouts”
5. Open Discussion
6. Next Meeting
7. Adjourn

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City of Griffin
Downtown Urban Redevelopment Plan
Advisory Committee Meeting #2
February 25, 2022.

NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE	SIGN
Ross DeBono	Downtown Council & Main Street Board	rossdebono@yahoo.com	404-953-2706	
Todd Gulledge	The Cotton Mill	Tgulledge68@gmaiL.com	404-597-9139	R. Todd
Jason Chance	Downtown Development Authority	Jchance@gmaiI.CQIJI	770-375-6994	
Chad Jacobs	City of Griffin P&Z	cjacobs@cityofariffin.com	770-233-4130	
Michele Haynes	City of Griffin P&Z	mhaynes@cityofgri-ffin.com	770-233-4130	Michelle Haynes
Bruce Ballard	Griffin/Spalding Schools	Bruce.ballard@e:scs.org	770-367-7683	Bruce Ballard
Doug Hollberg	City of Griffin, Mayor	giffindsh@aol.com	770-468-3864	
Jessica O'Connor	City of Griffin, City Manager	jocon11or@cityofariffin.com	770-229-6408	
Patrick Kay	City of Griffin, Econ Dev't Dir	pkay(@.cityofgriffin. com	770-228-5356	
Cindy Jones	Chamber of Commerce	cjones@cityofgriffin.com	770-228-8200	Cindy Jones
Newton Galloway	Galloway & Lyndall LLP	ngalJoway@gallyn-law.com	770-233-6230	
Alison Pollard	Chamber of Commerce	agollard@cityofgriffin.com	770-228-8200	
Jude Fils-Aime	Sealth Inc.	jude.filsaime@gmail.com	404 310 9252	
Latonie Fils-Aime	Fils Aime & Assoc.	LmFRealtor@gmail.com	404 731 8976	

DOWNTOWN REDEVELOPMENT PLAN

Advisory Committee Meeting #3

March 25, 2022
Old City Hall

AGENDA

1. Welcome
2. Review and discussion of 2008 URP Public Improvement Projects
3. Recap of “Walk-about #1”
4. Discuss next “Walk-about” – East of Hill Street
5. Review of Latest Survey Responses
6. Open Discussion
7. Next Meeting – April 29
8. Adjourn

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City of Griffin
Downtown Urban Redevelopment Plan
Advisory Committee Meeting #3
March 25, 2022.

NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE	SIGN
Ross DeBono	Downtown Council & Main Street Board	rossdebono@yahoo.com	404-953-2706	
Todd Gulledge	The Cotton Mill	TgulJedge68(@,gmail.com	404-597-9139	
Jason Chance	Downtown Development Authority	Jchance(a),gmail.com	770-375-6994	
Chad Jacobs	City of Griffin P&Z	cjacobs(@.cityofgriffin.com	770-233-4130	
Michele Haynes	City of Griffin P&Z	mhaynes@cityofgriffin.com	770-233-4130	
Bruce Ballard	Griffin/Spalding Schools	Bruce.ballard(a),gscs.org	770-367-7683	
Doug Hollberg	City of Griffin, Mayor	giffindsh(@.aol.com	770-468-3864	
Jessica O'Connor	City of Griffin, City Manager	jocoru1or@cityofgriffin.com	770-229-6408	
Cindy Jones	Chamber of Commerce	cjones@.citvofgriffin.com	770-228-8200	
Newton Galloway	Galloway & Lyndall LLP	ngalloway@gaUyn-Jaw.com	770-233-6230	
Alison Pollard	Chamber of Commerce	agol l.ard@cityofgriffin.com	770-228-8200	
Jude Fils-Aime	Sealth, Inc.	Jude.fi lsaime@mnail.com	404-310-9252	
Latonia Fils-Aime	Fils-Aime & Associates	bffl:'.7Realter@ +iail,Ggm	404-731-8976	

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City of Griffin
Downtown Urban Redevelopment Plan
Advisory Committee Meeting #3
March 25, 2022.

NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE	SIGN
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DOWNTOWN REDEVELOPMENT PLAN

Advisory Committee Meeting #4

October 19, 2022
Old City Hall

AGENDA

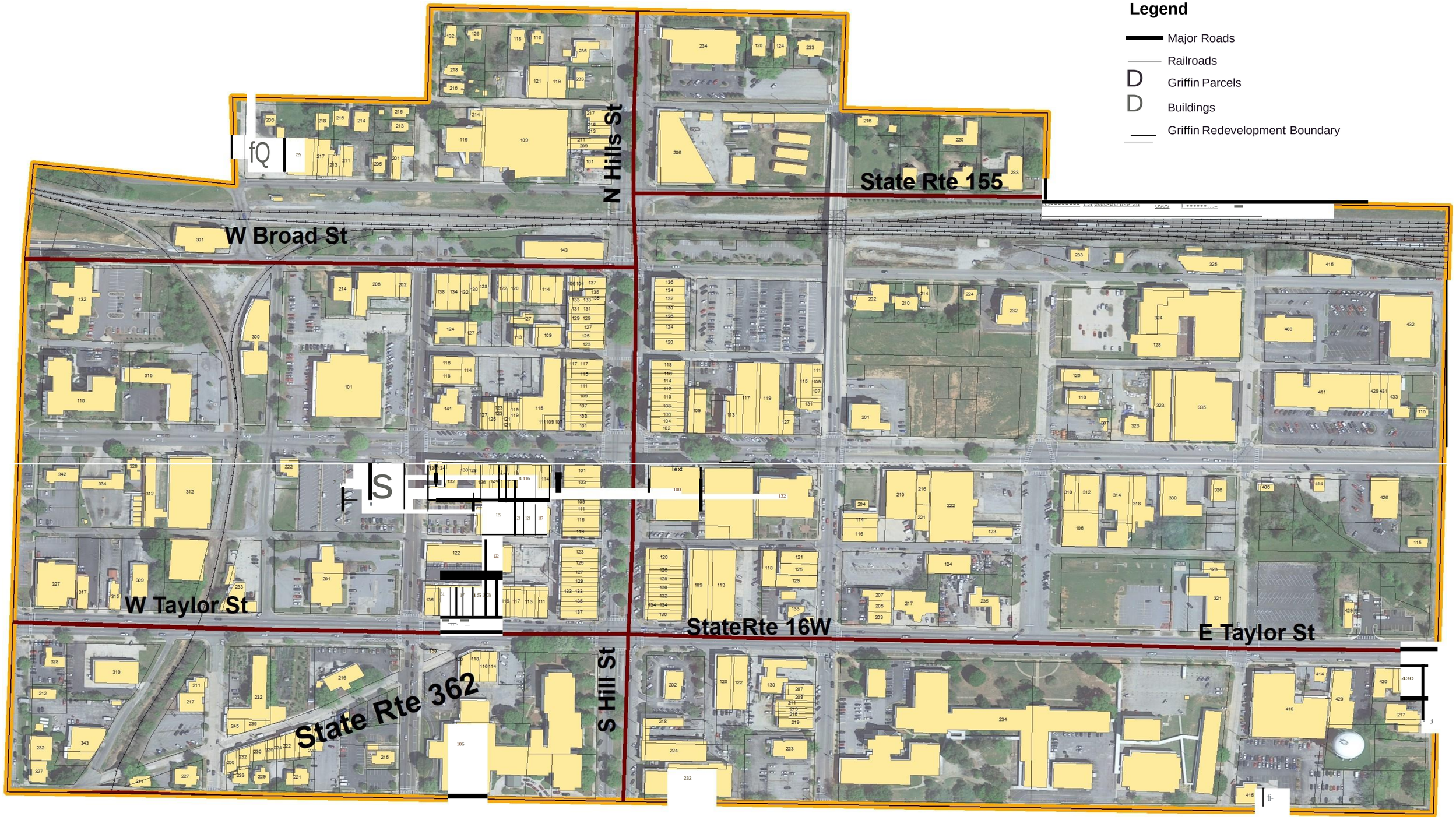
1. Review Draft URP
2. Discuss Final Revisions and Recommendations
3. Adjourn

City of Griffin
Downtown Urban Redevelopment Plan
Advisory Committee Meeting #4
October 19, 2022.

NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE	SIGN
Ross DeBono	Downtown Council & Main Street Board	rossdebono@J:.ahoo.com	404-953-2706	
Todd Gulledge	The Cotton Mill	Tgulledge68@gmail.com	404-597-9139	
Jason Chance	Downtown Development Authority	Jchance@gmail.com	770-375-6994	
Chad Jacobs	City of Griffin P&Z	ciacobs@cityofgriffi11.com	770-233-4130	
Michele Haynes	City of Griffin P&Z	mhaynes@cityofgriffin.com	770-233-4130	
Bruce Ballard	Griffin/Spalding Schools	Bruce.ballard@gscs.org	770-367-7683	
Doug Hollberg	City of Griffin, Mayor	giffindsh@aol.com	770-468-3864	
Jessica O'Connor	City of Griffin, City Manager	joconnor@cityofgriffin.co111	770-229-6408	
Cindy Jones	Chamber of Commerce	cjones@cityofgriffin.com	770-228-8200	
Newton Galloway	Galloway & Lyndall LLP	ngalloway@gallyn-law.com	770-233-6230	
Alison Pollard	Chamber of Commerce	apollard@cityofgriffin.com	770-228-8200	
Jude Fils-Aime	Sealth, Inc.	Jude.filsaime@gmail.com	404-310-9252	
Latonia Fils-Aime	Fils-Aime & Associates	LmFReaJtor@gmail.com	404-731-8976	
Josh Abernathy	City Church & Downtown Council	josh@citychurchgriffin.org	770-846-3180	

NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE	SIGN

Griffin Urban Redevelopment Area



ThreeRivers
REGIONAL COMMISSION

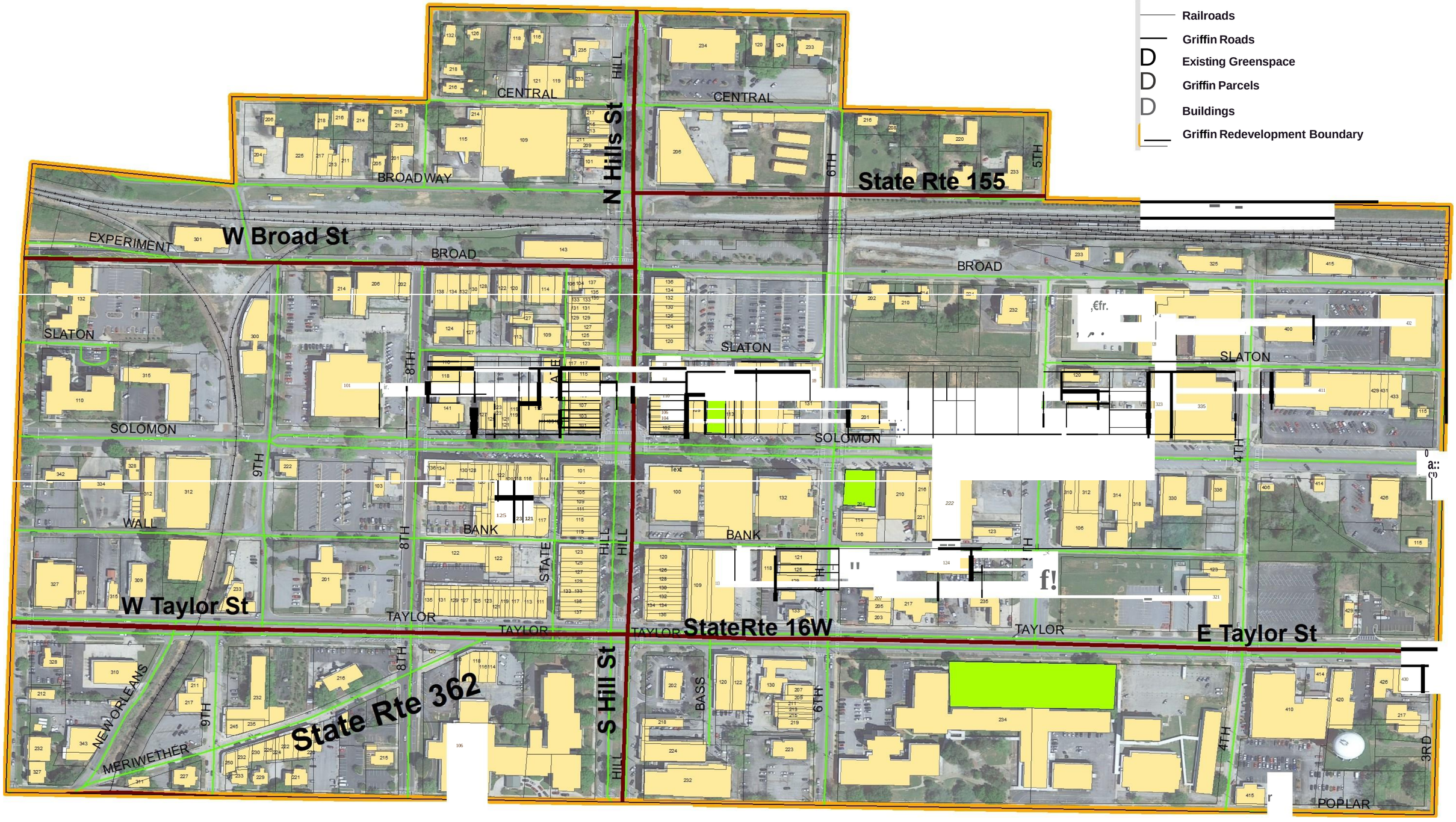
120 North Hill St.Tel:(678) 692-0510
P.O Box 818 Fax: (678) 692-0513
Griffin. GA 30224

Produced by:
Three Rivers Regional Commission
Date: 7/1412022

Griffin Urban Redevelopment Area

Legend

- Major Roads
- Railroads
- Griffin Roads
- Existing Greenspace
- Griffin Parcels
- Buildings
- Griffin Redevelopment Boundary



N

A

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ThreeRivers REGIONAL COMMISSION

120 North Hill St. Tel:(678) 692-0510
P.O Box 818 Fax: (678) 692-0513
Griffin, GA 30224

Produced by:
Three Rivers Regional Commission
Date: 8/2612022

Griffin Urban Redevelopment Area

Legend

- Major Roads
- Railroads
- National Register District
- Griffin Parcels
- Buildings
- Griffin Redevelopment Boundary

N Hills St

State Rte 155

W Broad St

W Taylor St

StateRte 16W

E Taylor St

State Rte 362

S Hill St

N

0 0.02 0.04 0.08 0.12 0.16 Miles

ThreeRivers REGIONAL COMMISSION

120 North Hill St. Tel: (678) 692-0510
P.O Box 818 Fax: (678) 692-0513
Griffin, GA 30224

Produced by:
Three Rivers Regional Commission
Date: 7/14/2022

Griffin Urban Redevelopment Area

Legend

- Railroads
- Griffin Roads
- Griffin Redevelopment Boundary

Vacancy Status

- VACANT LOT
- OCCUPIED BUILDING
- VACANT BUILDING

N

CENTRAL
BROADWAY
N Hills St
HILL
6TH
State Rte 155
5TH
W Broad St
EXPERIMENT
BROAD
SLATON
8TH
STATE
SOLOMON
4TH
9TH
WALL
BANK
W Taylor St
TAYLOR
StateRte 16W
E Taylor St
3RD
S Hill St
NEW ORLEANS
State Rte 362
MERIWETHER
BASS
POPLAR

ThreeRivers REGIONAL COMMISSION
120 North Hill St. Tel: (678) 692-0510
P.O Box 818 Fax: (678) 692-0513
Griffin, GA 30224

Produced by: 136
Three Rivers Regional Commission
Date: 10/18/2022

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Receive comments regarding the proposed budget for fiscal year beginning July 1, 2024 and ending June 30, 2025. *City Manager Jessica O'Connor will address*

SPECIAL CONSIDERATIONS OR CONCERNS:

Public notices have been displayed and published as required. The proposed budget has been available for public review and consideration since Friday, May 17, 2024 at 8 a.m.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the minutes of the City of Griffin Board of Commissioners' Regular Meetings on May 14, 2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

All Commissioners were present at the meeting.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
05-14-24 Minutes.pdf

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MAY 14, 2024

Mayor Doug Hollberg presided, convening the meeting at 6 p.m. Commissioners attending included Cynthia Ward, Rose Curtis, Holly Murray, Brad Wright, Truman Tinsley and Rodney McCord. Also present were City Manager, Jessica O'Connor, City Attorney, Drew Whalen, Staff Attorney, Kelsey Carden and Susan Bartholomew to record minutes.

Call to order by Mayor Hollberg

Pledge of Allegiance ..... Commissioner Murray

Invocation ..... Commissioner Tinsley

Approval of Agenda

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

PRESENTATIONS AND DELEGATIONS

1. Recognize Tiffany Jamerson, Key Accounts Specialist, Electric Department, as the April 2024 Strongest Link in the Chain award recipient. *Director of Electric, Jennifer Freeman, will address.*

   Ms. Erin Kelley, GIS Department, addressed the Commissioners, noting that Ms. Jamerson helped the Public Works Department by performing both her job as Key Accounts Specialist at Electric and Administrative Coordinator for Public Works when Public Works lost its Administrative position.

2. Presentation of proclamation for Asian American and Pacific Islander Heritage Month.

   Mayor presented the proclamation to a representative of Griffin's Equity, Diversity and Inclusion Team (EDIT), Sara Felth.

3. Presentation of a proclamation declaring May 19th - 25th, 2024 to be National Public Works Week and Public Works Week in the City of Griffin.

   Mayor Hollberg presented the proclamation to representatives of the Public Works department. Ms. Eller thanked the public works employees for their hard work and dedication.

4. Review financial reports for March 2024. *Finance Director, Deborah Manning-Gilbert will address.*

   Ms. O'Connor addressed the Commissioners stating this is the review of financials as of March 31, 2024, 75% of the fiscal year. Revenues are $104 million which is 76.8% of projections; Expenses are $92.3 million which is 56 % of projections; LOST collections are $4.2 million which is 80.2% of projections; TSPLOST collections are $3.4 million which is 92.48% of projections.

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.

Tina Marie Marsden, 226 Kentucky Avenue, stated her opinion that Griffin Power has taken four months to implement changes in its policy that were approved by the Board of Commissioners in December 2023. She stated the City needs to take corrective actions to put into practice the approved policy changes.

CITY OF GRIFFIN BOARD OF COMMISSIONERS
REGULAR SCHEDULED MEETING
ONE GRIFFIN CENTER, W. ELMER GEORGE MUNICIPAL HALL
TUESDAY, MAY 14, 2024

PUBLIC HEARINGS

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

There were no public hearings.

CONSENT AGENDA

5. Consider the minutes of the City of Griffin Board of Commissioners' Workshop and Regular Meetings on April 23, 2024.

6. Consider, on second reading, amendments to the Environmental Council ordinance, Code of Griffin, Chapter 42, *Environment*, Section 42, *Environmental Council*. *Staff Attorney, Kelsey Carden, will address.*

7. Consider the purchase of two 1000 KVA 3-phase pad mount transformers in the amount of $120,040.00 and two 750 KVA 3-phase pad mount transformers in the amount of $97,130.00 for a total of $217,170.00 from Gresco Utility Supply, Inc., sole source. *Electric Director, Jennifer Freeman, will address.*

8. Consider a contract for preventative maintenance of medium voltage variable frequency drives from McNaughton-McKay Electric Co., sole source, in the amount of $70,745.43 for the Still Branch Water Treatment Plant. *Director of Water and Wastewater, Brandon Lewis, will address.*

9. Consider the purchase of ten fire hydrants from Macon Supply Company, lowest quote, in the amount of $27,554.68. *Director of Water and Wastewater, Brandon Lewis, will address.*

Motion/second to approve the Consent Agenda by Commissioners Tinsley/Ward carried 7-0.

REGULAR AGENDA

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

10. Consider a contract with Blount Construction, low bidder, in the amount of $295,986.17 for paving and landscaping the 6th Street parking lot located at 219 E Bank Street. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve a contract with Blount Construction, low bidder, in the amount of $295,986.17 for paving and landscaping the 6th Street parking lot located at 219 E Bank Street by Commissioners Murray/Ward carried 7-0.

11. Consider a contract with Doric Vault Company, sole bidder, for interment and burial services at Oak Hill Cemetery with the cost of service dependent upon each service provided as stated in the price sheet within the contract. *Public Works Director, Mariza Eller, will address.*

Motion/second to approve a contract with Doric Vault Company, sole bidder, for interment and burial services at Oak Hill Cemetery with the cost of service dependent upon each service provided as stated in the price sheet within the contract by Commissioners Murray/Ward carried 7-0.

12. Consider authorizing the repairs of Ladder 3, a 2012 E-One Aerial, by Williams Fire Apparatus, Single Source, in the amount of $36,895.00 and authorize the payment of any associated invoice for shipping and handling. *Fire Chief, John Hamilton, will address.*

Motion/second to authorize the repairs of Ladder 3, a 2012 E-One Aerial, by Williams Fire Apparatus, Single Source, in the amount of $36,895.00 and authorize the payment of any associated invoice for shipping and handling by Commissioners Tinsley/Ward carried 7-0.

13. Consider a contract with Waveko, lowest quote, in the amount of $87,596.00 for the building remodel of the new police precinct located at the corner of Anne Street and Beck Street. *Public Works Director, Mariza Eller will address.*

    Motion/second to approve a contract with Waveko, lowest quote, in the amount of $87,596.00 for the building remodel of the new police precinct located at the corner of Anne Street and Beck Street by Commissioners Murray/Ward carried 7-0.

14. Consider purchase from SHI, state contract, to provide security cameras, wireless access points, and displays in the amount of $20,443.14, and consider purchase for cable installation for said equipment from Georgia Entry Solutions, LLC, lowest and most responsive bidder, in the amount of $8,800.48 for the Griffin Police Department's Anne Street Precinct. *Chief Technology Officer Gibb Cotton will address.*

    Motion/second to approve a purchase from SHI, state contract, to provide security cameras, wireless access points, and displays in the amount of $20,443.14, and consider purchase for cable installation for said equipment from Georgia Entry Solutions, LLC, lowest and most responsive bidder, in the amount of $8,800.48 for the Griffin Police Department's Anne Street Precinct by Commissioners Tinsley/Ward carried 7-0.

15. Consider a contract with Georgia Entry Solutions, lowest quote, in the amount of $24,775.84 for the purchase and installation of an electronic gate at the new police precinct located at the corner of Anne Street and Beck Street. *Administrative Services Division Captain, Daniel Jett, will address.*

    Motion/second to approve a contract with Georgia Entry Solutions, lowest quote, in the amount of $24,775.84 for the purchase and installation of an electronic gate at the new police precinct located at the corner of Anne Street and Beck Street by Commissioners Ward/Tinsley carried 7-0.

16. Consider purchase from FARO Technologies Inc., Single Source, to provide a FARO Focus Premium which includes a crime scene laser scanner and training for the Griffin Police Department's crime scene unit in the amount of $66,874.79. *Criminal Investigations Division Captain, John Hayes, will address.*

    Motion/second to approve purchase from FARO Technologies Inc., Single Source, to provide a FARO Focus Premium which includes a crime scene laser scanner and training for the Griffin Police Department's crime scene unit in the amount of $66,874.79 by Commissioners Ward/Murray carried 7-0.

17. Consider Georgia Airport Aid Funding Grant Contract for airport engineering, design and/or planning assistance in the amount of $141,281.14 for the new replacement Griffin-Spalding Airport between the Georgia Department of Transportation, the City of Griffin, Spalding County and the Griffin-Spalding Airport Authority. *Airport Director, Robert Mohl, will address.*

    Motion/second to accept the Georgia Airport Aid Funding Grant Contract for airport engineering, design and/or planning assistance in the amount of $141,281.14 for the new replacement Griffin-Spalding Airport between the Georgia Department of Transportation, the City of Griffin, Spalding County and the Griffin-Spalding Airport Authority by Commissioners Tinsley/Ward carried 7-0.

18. Consider, on first reading, an ordinance amending Code of Griffin, Chapter 54, Health and Sanitation, by adding Article III, Mobile Food Vendor. *Staff Attorney, Kelsey Carden, will address.*

    Ms. Carden stated there will be an amendment on the 2nd reading of the ordinance. The permit fee for the mobile food vendors and push carts is $300 which includes an OTC. The ordinance also covers ice cream trucks, but the $300 fee will not apply to them. The ice

cream trucks will not be required to have a permit, but will be required to an OTC. Additionally if a mobile food vendor applies for a permit on July 1 or later, the fee will be prorated.

Motion/second to approve on first reading, an ordinance amending Code of Griffin, Chapter 54, Health and Sanitation, by adding Article III, Mobile Food Vendor by Commissioners Murray/Tinsley carried 7-0.

19. Consider acceptance of Option for Right of Way from the Georgia Department of Transportation in the amount of $129,000.00 for the acquisition of 0.127 acres of land at 1150 County Line Road, Griffin, GA 30224 (Potato Creek Wastewater Treatment Plant) and for the cost to cure the fencing, gate, and asphalt at the plant. *City Manager, Jessica O'Connor, will address.*

    Motion/second to accept Option for Right of Way from the Georgia Department of Transportation in the amount of $129,000.00 for the acquisition of 0.127 acres of land at 1150 County Line Road, Griffin, GA 30224 (Potato Creek Wastewater Treatment Plant) and for the cost to cure the fencing, gate, and asphalt at the plant by Commissioners Murray/Tinsley carried 7-0.

20. Consider renewal of the Memorandum of Understanding among the City of Griffin, Spalding County, Griffin-Spalding County Board of Education and UGA Archway Partnership as participants in the Spalding County Archway Partnership for FY25 in the amount of $20,000.00. *City Manager, Jessica O'Connor, will address.*

    Motion/second to approve the renewal of the Memorandum of Understanding among the City of Griffin, Spalding County, Griffin-Spalding County Board of Education and UGA Archway Partnership as participants in the Spalding County Archway Partnership for FY25 in the amount of $20,000.00 Commissioners Hollberg/Ward carried 7-0.

CITY MANAGER'S REPORT

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

1. Ms. O'Connor noted that, with the approval of the second reading of the Environmental Council ordinance, a new member and a commissioner will be appointed to the Council at the next meeting on May 28.
2. The Citizens' Public Safety Academy graduation will be Thursday at 6 p.m. at the Range.
3. Ms. O'Connor stated that Mayor, Mr. Lewis and she will go to the Capitol on Wednesday, May 15 to meet with EPD and members of the Governor's staff.
4. The quarterly Code Enforcement sweep will be in the Hallyburton Street, Belle Street, and Turner Street area.
5. The Budget will be available to the Commissioners via email on Friday, May 17. There will be a link to the budget document in the email. The budget will also be available to the public for review on the City's website and in the City Manager's office beginning on Friday, May 17. Ms. O'Connor stated she is happy to sit down with the Commissioners individually and answer any questions regarding the budget.
6. Ms. O'Connor asked that the Commissioners check their packets for GMA information.
7. Open enrollment for benefits begins tomorrow, Wednesday, May 15.
8. Ms. O'Connor stated that there have been concerns expressed on social media regarding the safety of the downtown area both on weekends and late at night. Ms. O'Connor noted that she attended the Police Department staff meeting on Monday and received an update on the Downtown detail which is going well. The Fire Department and Fire Marshal have visited businesses downtown to ensure the businesses understand what is required of them. This has worked out well, and Ms. O'Connor stated she has received many compliments in regard to the downtown detail and informational visits.

CITY ATTORNEY COMMENTS

No comment.

COMMISSIONER COMMENTS

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

Ward: No comment.

Curtis: No comment.

Murray: Commissioner Murray congratulated Public Works. Thank you for all you do. Many thanks to Ms. O'Connor for her work on the budget.

Wright: No comment.

Tinsley: Commissioner Tinsley asked everyone to get out and vote.

McCord: No comment.

Hollberg: Mayor Hollberg congratulated Ms. Jamerson. He reminded all that there will be filming downtown tomorrow and Thursday. Please use extra caution while driving downtown. June Jam is Saturday, June 8. Table sponsorships are still available.

ADJOURN

Motion/second to adjourn at 6:34 p.m. by Commissioners Murray/Tinsley carried 7-0.

_____ _____

Douglas S. Hollberg, Mayor Jessica W. O'Connor, City Manager

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a one-year service agreement with Squeaky Clean in the amount of $9,087.00 to provide cleaning services at Historic City Hall every two weeks. *Jeremy Stratton, Economic Development Director, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Squeaky Clean will provide cleaning services at HCH bi-weekly for $349.50 per cleaning, or $9,087 per year. Economic Development has budgeted for cleaning services.

Submitted By:
Jeremy Stratton,CEcD

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
04_09_2024 City of Griffin Service Agreement.pdf

770.468.9475 2952N. Expressway Suite C Griffin GA 30223 qualityservice@SqueakyCleanInc.org

City of Griffin- Historic City Hall
C/O Heather Robinson
201 East Solomon Street
Griffin GA 30223
hrobinson@cityofgriffin.com

Squeaky Clean, Inc. will perform the cleaning services to the best of their abilities for said client above, as outlined on provided scope of work for service. Squeaky Clean to provide all insurances, labor & payroll expenses, chemical supplies and equipment needed for the cleaning tasks. Client is to provide unhindered access to location on agreed upon service dates, hand/dish soaps, paper products and trash bags for restocking purposes. Initial Service is for the main level, upstairs, & fire bay area.

Invoices; sent via email between the 1-5th of each month for services received the previous month.

Payments; payments are net 30 from the date of invoice. Late fees are added 31 days from the date of invoice. Services will be suspended or canceled for non payment. ACH/EFT, Credit/Debit cards are a preferred method of payment. Checks can be mailed to the address on the invoices made out to Squeaky Clean Inc.

Regular Recurring cleaning service once every 2 wks 349.50 per service.

- Maximum Total of 26 Cleanings Every 2 weeks

Post Event Quote: (as needed) Fire Bay including bathroom 150.00 Courtroom including kitchen, 4 bathrooms, & balcony 222.00

Payment method client prefers:

☐ Credit/Debit

A 30 day written notice for termination is required to avoid cancellation fees. Clients will be held responsible for the remainder of agreement for notices less than 30 days. Annual 3% increase may go into effect after the first 12 months.

SCOPE OF WORK

Regular recurring services: Main level, offices, Handicap entry & elevator, stairs, courtroom, conference room, balcony, bathrooms, kitchen, hallways.
All areas of service will receive: cobweb removal, blinds/shutters, feather dusted, most commonly touched areas wiped down, decor items dusted, horizontal surfaces dusted, vertical surfaces dust removed. Trash removed, soft surface floors vacuumed, hard surface floors vacuumed and damp mopped.Glass on entry doors cleaned both sides.

Kitchen: all of the above plus; cabinet fronts spot cleaned, tables/chairs wiped down. Exterior of appliances, interior microwave. Countertop small appliances moved to clean the counter and backsplash. Sink and faucet cleaned and sanitized. Inside the refrigerator and freezer spot, cleaned as needed. Soap and paper products restocked.

Bathrooms: all of the above plus; Vents vacuumed as needed.
Sink and faucet cleaned and sanitized. Countertop cleaned, items moved, cleaned behind and replaced.
Mirror cleaned.
Toilet/urinals cleaned and sanitized from top to bottom, baseboard/walls around the same are spot cleaned. Floor around toilets/urinals cleaned by hand to prevent cross contamination.
Soap and paper products restocked.

Office areas: all of the above plus; desk surfaces dusted (papers/excessive personal items will be dusted around) computer monitors/tv screens feather dusted. Chairs wiped down as needed. Open shelving dusted, open shelving with paperwork/books/binders will be dusted around.
Phone and phone cradle wiped down.

Reception/Waiting/Foyer area(s): all of the above, if applicable mild organization so the first thing your clients see is a nice organized welcoming area.

Initial Service: All of the above and cleaning the areas that have developed a build up.
Post Event Service: The specific area to be cleaned will receive the same service/tasks as above.

Areas/Tasks not serviced: Regular Recurring does not include Fire Bay or basement area.
Baptismals, hot tubs, server equipment, moving computer towers or other electronics with the ability to be 'smart". Work out equipment. Exterior areas beyond listed above, pet care or clean up after including fish, fish tanks. Interior storage areas such as cabinets/drawers. Moving of large appliances, furniture items over 30 lbs. Regularly required maintenance tasks such as changing air system filters, changing light bulbs, any building repairs interior or exterior. Exterior and interior window cleaning beyond mentioned above.

Squeaky Clean, INC
Bridget Randels 5/16/2024
Bridget Randels, President
Karen Musto 5/16/2024
Karen Musto, Office Manager

Client signature stating they agree with the above.
CITY OF GRIFFIN, GEORGIA

By:_____
Douglas S. Hollberg, Mayor

Attest: _____
Jessica W. O'Connor, Secretary

Approved as to Form: Andrew J. Whalen, III
Andrew J. Whalen, III, City Attorney

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a contract for water and sewer construction services for Phase II of the Community Development Block Grant (CDBG), Rushton Mill Area, from RDJE, Inc., lowest responsive bidder, in the amount of $1,447,854.00. *Director of Water and Wastewater, Brandon Lewis, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Department of Community Affairs (DCA) awarded the City of Griffin the CDBG grant for the Rushton Mill Redevelopment Area Phase II for water system upgrades and improvements in the amount of $1,000,000.00. Water and sewer improvements will be made for the following streets within the redevelopment area: Ellis Road, Moody Street, Herndon Street, Drewry Avenue, N 19th Street, N 18th Street, Drewry Lane, and Lyndon Avenue.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY23 funds were budgeted in CDBG special fund for $1,616,618.00 and rolled over to FY24. This contract is for $1,447,854.00.

Submitted By:
Brandon Lewis

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Book 2 - Administrative & Technical Specifications.pdf
Certified Bid Results 5.7.2024.pdf
Cert Liability Insurance.pdf
Bonds Exhibits B and C.pdf
Agreement Executed by RDJE & AJW.pdf

CITY OF GRIFFIN
2023 CDBG RUSHTON MILL REDEVELOPMENT AREA
PHASE II
BID # 24-010

GRIFFIN, GEORGIA

PROJECT MANUAL AND SPECIFICATIONS

BOOK 2 – ADMINISTRATIVE AND TECHNICAL SPECIFICATIONS

Prepared for

CITY OF GRIFFIN

April 2024

Project No. PCG3152-22070

350 AIRPORT ROAD
Griffin, Georgia 30224
(p) 770.412.7700
(f) 770.412.7744
www.pcgeng.com

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CDBG Contract Conditions
(Reprinted October 2020)

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Note: Determine if contract provision is required by reference to the "Contract Review Checklist" on page 29

Section 3 Clause of the Urban Development Act of 1968

1.) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2.) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3.) The contractor will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4.) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the letter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5.) Compliance with the provisions of Section 3, the regulations set forth in the 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

"Provision for Remedies" Clause

1.) **Termination:** Unearned payments under this contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by City/County; or if the grant to the City/County under the Community Development Block Grant Program is suspended or terminated. Moreover, if through any cause, the contractor shall fail to fulfill its obligations under this contract in a timely and proper manner or if the contractor shall violate any of the covenants, agreements, conditions or obligations of the contract documents; the City/County may terminate this contract by giving written notice to the contractor and surety of such termination and specifying the effective date of such termination. In such event, the City/County may take over the work and prosecute the same to completion, by contract or otherwise, and the contractor and his sureties shall be liable to the City/County for any additional cost incurred by the Owner in its completion of the work and they shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. Furthermore, the Contractor will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services required. Provided, however, that if less than sixty percent of the services required by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services required by this Contract.

2.) **Liquidated Damages for Delays**. If the work is not completed within the time stipulated, therefore, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed and agreed liquidated damages (it being impossible to determine the damages occasioned by the delay) for each working day of delay, until the work is completed, the amount as set forth in *(insert location of liquidated damages statement, normally found in the Contract General Conditions*) and the Contractor and his sureties shall be liable to the Owner for the amount thereof.

3.) **Excusable Delays.** The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

(a) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency;

(b) To any acts of the Owner;

(c) To causes not reasonable foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and

(d) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

Provided, however, that the Contractor promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

"Termination for Convenience Clause"

1.) **Termination for Convenience of the Owner:**

The Owner may terminate this contract at any time for any reason by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the Owner as provided herein, the contractor will be paid a fair payment as negotiated with the Owner for the work completed as of the date of termination.

Equal Employment Opportunity (EEO) Clause

During the performance of this contract, the Contractor agrees as follows:

1.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7.) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1.) As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;

c.. "Employer identification number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, US. Treasury Department Form 941.

A Minority Group Member is:

(i) Black (all persons having origins in any of the Black racial groups of Africa);

(ii) Hispanic (consisting of all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin);

(iii) Asian and Pacific Islander (consisting of all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippines and Samoa.)

(iv) Cape Verde (consisting of all persons having origins in the Cape Verde Islands);

(v) Portuguese (consisting of persons of Portuguese, Brazilian or other Portuguese culture or origin); and

(vi) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2.) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3.) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the US. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trade

which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4.) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5.) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications. Executive Order 11246, or the regulations promulgated pursuant thereto.

6.) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7.) The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community

organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reasons therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source. The Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment of minority and female youth both on the site and in other areas of a Contractor's workforce.
k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8.) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through p of those Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which

demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9.) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved it goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10.) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race color, religion, sex or national origin.

11.) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12.) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13.) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action stops, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14.) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15.) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1.) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2.) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetable:	Goals for minority participation	Goals for female participation
Until Further Notice	19.5%	6.9%

These goals are applicable to each non-exempt contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally assisted or non-Federally related project, contract or sub-contract.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3.) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4.) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is *Spalding County.*

Certification of Nonsegregated Facilities

By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

FEDERAL LABOR STANDARDS PROVISION
Georgia Community Development Block Grant

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1.(i) **Minimum Wages**. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) The contracting officer shall require that any class of laborers or mechanics, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, US. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding**. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure

to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 for under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project.) Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable program (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), US. Government Printing Office, Washington, DC, 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4.(i) **Apprentices and Trainees.** Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the US. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as

stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the US. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journey hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performs. In addition, any trainee performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity**. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements**. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts**. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounded for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements**. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards**. Disputes arising out of a labor standards provision of this contract shall to be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the US. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility**. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the US. Criminal Code, 18 U.S.C. 1001. Additionally, US. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utters or publishes

any statement, knowing the same to be false...shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees**. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements:** No contractor or subcontractor contracting for any part of the contract work may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation:** liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages:** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier

subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety**

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ACCEPTABLE ALTERNATE WORK SHEET FOR CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER-TIER PARTICIPANT) FOR HUD PROGRAMS

Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 Code of Federal Regulations, Part 24.510(b).

By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Participant provides the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

Further, the Participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

It is further agreed that by submitting this proposal, the Participant will include this Certification, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Contractor
Name_____Date_____
Title_____Address_____
City_____State_____Zip_____

NON-CERTIFICATION:

As the perspective lower-tier participant, I am unable to certify to statements in this Certification as explained in the attachment to this proposal.

Contractor
Name_____Date_____
Title_____Address_____
City_____State_____Zip_____

The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

PERFORMANCE, PAYMENT and BID BONDS

Contract Performance and Payment Bonds issued in the full amount of the contract are required by federal procurement rules if the contract is for $100,000 or more.

A Bid Bond or other security is required by federal rules whenever the contract is for $100,000 or more.

Generally these bonds must be issued by a surety company satisfactory to the local government, qualified to do business in Georgia, and in a format meeting the federal and state legal requirements. The bonding company must also appear on the "List of Acceptable Sureties" published annually by the US Department of the Treasury.

DCA recommends that CDBG Recipients be sure to assign responsibility for reviewing construction bonds. This job may be given to the local attorney, the grant administrator, or the project architect/engineer. Specific duties include verification that the agent is licensed by the state and authorized by the bonding company and verification through the Insurance Commissioner that the company is financially sound and licensed in Georgia. The actual bond should also be reviewed and verified as being valid.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations:

1.) The Contractor shall require of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 4C CFR 15.20.

2.) The Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act as amended, (330 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

3.) The Contractor will provide prompt notice of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4.) The Contract will include or cause to be included the criteria and requirements to paragraph (1) through (4) of this section in every nonexempt subcontract and take such action as the Government will direct as a means of enforcing such provisions.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and

g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

_____ _____

Name of Contractor Name of Project

_____

Name of Public Employer

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

Executed on_____,_____, 20____in_____(city),_____(state).

_____

Signature of Authorized Officer or Agent

_____

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: _____

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____(name of contractor) on behalf of the City of Griffin 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 and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A.
§ 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub- subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby 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

_____
Name of Public Employer

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

Executed on_____,____, 20___in_____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
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:

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with 0.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for_____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____(name of contractor) on behalf of the City of Griffin 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub- subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub- subcontractor with the information required by 0.C.G.A. § 13-10-9l(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub- subcontractor hereby 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 Sub-subcontractor

_____
Name of Project

_____
Name of Public Employer

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

Executed on_____, __, 20 _ in_____(city),_____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent SUBSCRIBED

AND SWORN BEFORE ME
ON THIS THE_____DAY OF_____201

_____
NOTARY PUBLIC
My Commission Expires: _____

Debarment and Suspension (Executive Orders 12549 and 12689)- A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235); "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declare ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the **Solid Waste Disposal Act,** as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) an the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Finns Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency

CDBG Grantee/Recipient:	Grant Number:	Contract Amount:	Reviewer:	Date of Review:

□ Contractor/Subcontractor Affidavit	(Compliance with OCGA 13-10-91) Applicable to ALL Contracts and subcontracts							
□ Section 3 Clause, DCA Solicitation Package	In spec book:	Yes:_____	No:_____	Does the Owner/Contract Agreement included S3?			Yes:___ No:___	
□ Provision for Remedies	ALL CONTRACTS							
	ARCHITECTURAL and ENGINEERING SERVICES	HOUSING REHAB		CONSTRUCTION CONTRACTS				
		□ Less than 8 units	□ 8 or More Units	□ Over $100,000	□ Over $40,000	□ Over $10,000	□ Over $2,000	
□ Provision for Termination	If over $10,000	If over $10,000	If over $10,000	•	•	•		
Executive Orders 11246/11375								
□ EEO CLAUSE	If over $10,000	If over $10,000	If over $10,000	•	•	•		
□ EEO Specifications				•	•	•		
□ Affirmative Action Clause				•	•	•		
□ Non-Segregated Facilities				•	•	•		
Federal Labor Standards								
□ Copeland Anti-Kickback			•	•	•	•	•	
□ Davis Bacon Clause			•	•	•	•	•	
□ Wage Rate from DCA Wage Rate #			•	•	•	•	•	
□ Work Hours and Safety			If over $100,000	•				
□ Performance & Payment Bonds				•				
□ 5% Bid Bond				•				
□ Clean Air/Water Clause				•				
□ Provision for Disability Accessibility (if a bldg)	•							
□ Provision for Ga Energy Code (if a building)	•							

The following are ASC additions to the DCA form:	
ENGINEER/ARCHITECT FIRM:	
Number of Days Bids are Good?	
Number of Construction Days Allowed in Contract, if applicable	
Immigration & Security Certification Forms Contractor & Subcontract	Yes:___ No:_____
Addendum Received on Bid Form?	Yes:___ No:_____
Number of Days Recipient Has in Contract to Pay Contractor after Pay Request is Submitted	Yes:___ No:_____
Sample Pay Request Form provided in Contract Documents?	Yes:___ No:_____
Sample Change Order Provided in Contract Documents?	Yes:___ No:_____
Section 3 Job Training List in Spec Book	Yes:___ No:_____

"General Decision Number: GA20240291 01/05/2024

Superseded General Decision Number: GA20230291

State: Georgia

Construction Type: Heavy

Counties: Barrow, Bartow, Butts, Carroll, Cherokee, Clayton, Coweta, Dawson, Dekalb, Douglas, Fayette, Fulton, Gwinnett, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

HEAVY CONSTRUCTION PROJECTS
Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
0 | 01/05/2024

SUGA2017-006 04/15/2021

	Rates	Fringes
CARPENTER (Form Work Only)	$ 19.99	0.00
CARPENTER, Excludes Form Work	$ 21.64	3.90
CEMENT MASON/CONCRETE FINISHER	$ 19.02	3.29
ELECTRICIAN	$ 28.39	9.15
LABORER: Common or General	$ 13.98 **	1.38
LABORER: Pipelayer	$ 17.11 **	3.23
OPERATOR: Backhoe/Excavator/Trackhoe	$ 24.17	4.70
OPERATOR: Bulldozer	$ 16.29 **	0.00
OPERATOR: Crane	$ 25.45	0.00
OPERATOR: Loader	$ 17.86	0.65
OPERATOR: Roller	$ 11.89 **	0.00
PIPEFITTER	$ 24.72	13.82

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

CITY OF GRIFFIN
2023 COMMUNITY DEVELOPMENT BLOCK GRANT
#23p-x-126-2-6340
WATER/SEWER IMPROVEMENTS

SECTION 3 FEDERAL REQUIREMENTS
LIST OF PLACES THAT JOB TRAINING COULD BE AVAILABLE OR WHERE INFORMATION ABOUT JOB TRAINING CAN BE FOUND

West Central Georgia (Area 8)

Carrollton Career Center
Georgia Department of Labor
275 Northside Drive
Carrollton, GA 30117
770-836-6668

LaGrange Career Center
Georgia Department of Labor
1002 Logley Place
LaGrange, GA 30240
706-845-4000

Newnan Career Center
Georgia Department of Labor
30 Bledsoe Road
Newnan, GA 30265
770-254-7220

Workforce Development Center
104 North Center Street
Thomaston, GA 30286
706-648-9178

Griffin Career Center
1210 Green belt Drive
Griffin, GA 30224
770-228-9799

Roosevelt Warm Springs Career Center
6391 Roosevelt Highway
Warm Springs, GA 31830
706-655-5200

West Central Georgia
Workforce Development Board
Deborah Woerner
1710 Highway 16 West
Griffin, GA 30223
770-229-9799
877-633-9799 Toll Free
www.careerconnections.org

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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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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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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(703) 684-2882
www.nspe.org

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(202) 347-7474
www.acec.org

American Society of Civil Engineers
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(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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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
$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; Paragon Consulting Group, 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 “Special Conditions” for scheduling specific portions of the Work.
2. Division 1 Section "Field Engineering" specifies procedures for field engineering services, including establishment of benchmarks and control points.
3. Division 1 Section "Project Meetings" for progress meetings, coordination meetings, and preinstallation conferences.
4. Division 1 Section "Submittals" for preparing and submitting the Contractor's Construction Schedule.
5. 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, other Contractors and future tenants.
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.

B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

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.

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:

Installation of approximately 5,751 linear feet of 6-inch C900 PVC water main and related appurtenances. Also included in the project is the abandonment of 2,305 linear feet of 6" A/C water main and 3,541 linear feet of 2-inch galvanized water main. The project also includes sanitary sewer point repairs consisting of replacing 140 feet of 8-inch sanitary sewer main at 7 locations. The project will be finalized with milling and overlaying the streets within the project area. The quantity of milling and overlay area is approximately 11,400 square yards.

1. Project Location: City of Griffin, Spalding County, Georgia
(2023 CDBG Rushton Mill Redevelopment Area Phase II)

Owner: City of Griffin
100 South Hill Street
Griffin, Georgia 30223

B. Contract Documents, April 2024 were prepared for the Project by Paragon Consulting Group 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 Public Works Director.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01010

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 $_____	Original Contract Times: Substantial Completion:_____ Ready for final payment:_____ (days or dates)
Net Increase (Decrease) from previous Change Orders No. ___ to ___: $_____	Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for final payment:_____ (days)
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net increase (decrease) of this Change Order: $_____	Net increase (decrease) this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price with all approved Change Orders: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment:_____ (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

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 01035

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 01026

SECTION 01290 - PAYMENT 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 necessary to prepare and process Applications for Payment.

B. Related Sections include the following:

1. Division 0 – Bidding Requirements, Contract Forms, and Conditions of the Contract
2. Division 1 – General Requirements

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with Continuation Sheets.
b. Submittals Schedule.

2. Submit the Schedule of Values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Sub-schedules: (Not Used)

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

   a. Project name and location.
   b. Name of Engineer.
   c. Engineer's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value.

      1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.

6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: The date for each progress payment submittal is the **10th** day of each month. The period covered by each Application for Payment starts on the 1st day of the month and ends on the last day of the month.

D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.

    a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Schedule of unit prices.
6. Submittals Schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of preconstruction conference.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.

16. Initial settlement survey and damage report if required.

J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290

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 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.

B. 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.

C. 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. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. 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.

D. 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.
3. Refer to Division 15 Section "Basic Mechanical Materials and Methods" and Division 16 Section "Basic Electrical Materials and Methods" for specific Coordination Drawing requirements for mechanical and electrical installations.

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. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

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.

- Submit field photographs of valves, connections to existing mains and caps for abandonment of mains at the end of each week. Pay requests will not be processed until all photographs for the pay period are received.

G. Material Location Reports: Submit two copies at weekly intervals.

- Submit field photographs of sewer repairs at the end of each week. Pay requests will not be processed until all photographs for the pay period are received.

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 900 19th St., NW, Suite 300 Washington, DC 20006 www.aluminum.org	(202) 862-5100
AABC	Associated Air Balance Council 1518 K St., NW, Suite 503 Washington, DC 20005 www.aabchq.com	(202) 737-0202
AAMA	American Engineerural Manufacturers Association 1827 Walden Office Sq., Suite 104 Schaumburg, IL 60173-4268 www.aamanet.org	(847) 303-5664
AAN	American Association of Nurserymen (See ANLA)	
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol St., NW, Suite 249 Washington, DC 20001 www.aashto.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 One Davis Dr. Research Triangle Park, NC 27709-2215 www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association (Formerly: Anti-Friction Bearing Manufacturers Association) 1200 19th St., NW, Suite 300	(202) 429-5155

	Washington, DC 20036-2401 www.abma-dc.org	
ABMA	American Boiler Manufacturers Association 950 North Glebe Rd., Suite 160 Arlington, VA 22203-1824 www.abma.com	(703) 522-7350
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, MI 48333-9094 www.aci-int.org	(248) 848-3700
ACIL	ACIL: The Association of Independent Scientific, Engineering, and Testing Firms 1629 K St., NW, Suite 400 Washington, DC 20006 www.acil.org	(202) 887-5872
ACPA	American Concrete Pipe Association 222 West Las Colinas Blvd., Suite 641 Irving, TX 75039-5423 www.concrete-pipe.org	(972) 506-7216
ADC	Air Diffusion Council 11 South LaSalle St., Suite 1400 Chicago, IL 60603	(312) 201-0101
AEIC	Association of Edison Illuminating Companies 600 N. 18th St. P.O. Box 2641 Birmingham, AL 35291-0992	(205) 250-2530
AFBMA	Anti-Friction Bearing Manufacturers Association (See ABMA)	
AFPA	American Forest and Paper Association (Formerly: National Forest Products Association) 1111 19th St., NW, Suite 800 Washington, DC 20036	(800) 878-8878 (202) 463-2700
AGA	American Gas Association 1515 Wilson Blvd. Arlington, VA 22209 www.aga.com	(703) 841-8400
AHA	American Hardboard Association 1210 W. Northwest Hwy Palatine, IL 60067-1897	(847) 934-8800
AHAM	Association of Home Appliance Manufacturers 20 N. Wacker Dr., Suite 1500 Chicago, IL 60606	(312) 984-5800

	www.aham.org	
AI	Asphalt Institute Research Park Dr. P.O. Box 14052 Lexington, KY 40512-4052 www.asphaltinstitute.org	(606) 288-4960
AIA	The American Institute of Engineers 1735 New York Ave., NW Washington, DC 20006-5292 www.aia.org	(202) 626-7300
AIA	American Insurance Association 1130 Connecticut Ave., NW, Suite 1000 Washington, DC 20036	(202) 828-7100
AIHA	American Industrial Hygiene Association 2700 Prosperity Ave., Suite 250 Fairfax, VA 22031	(703) 849-888
AISC	American Institute of Steel Construction One East Wacker Dr., Suite 3100 Chicago, IL 60601-2001	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute 1101 17th St., NW Washington, DC 20036-4700 www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction 7012 S. Revere Pkwy, Suite 140 Englewood, CO 80112 www.aitc-glulam.org	(303) 792-9559
ALA	American Laminators Association (See LMA)	
ALCA	Associated Landscape Contractors of America 12200 Sunrise Valley Dr., Suite 150 Reston, VA 20191 www.alca.org	(703) 620-6363
ALI	Associated Laboratories, Inc. P.O. Box 152837 1323 Wall St. Dallas, TX 75315	(214) 565-0593
ALSC	American Lumber Standards Committee P.O. Box 210 Germantown, MD 20875	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Dr.	(847) 394-0150

	Arlington Heights, IL 60004-1893 www.amca.org	
ANLA	American Nursery and Landscape Association (Formerly: American Association of Nurserymen) 1250 Eye St., NW, Suite 500 Washington, DC 20005	(202) 789-2900
ANSI	American National Standards Institute 11 West 42nd St., 13th Floor New York, NY 10036-8002 www.ansi.org	(212) 642-4900
AOAC	AOAC International 481 N. Frederick Ave., Suite 500 Gaithersburg, MD 20877	(301) 924-7077
AOSA	Association of Official Seed Analysts 201 N. 8th St., Suite 400 P.O. Box 81152 Lincoln, NE 68501-1152	(402) 476-3852
APA	APA-The Engineered Wood Association (Formerly: American Plywood Association) P.O. Box 11700 Tacoma, WA 98411-0700 www.apawood.org	(206) 565-6600
APA	Engineerural Precast Association P.O. Box 08669 Fort Myers, FL 33908-0669	(941) 454-6989
API	American Petroleum Institute 1220 L St., NW, Suite 900 Washington, DC 20005-8029	(202) 682-8000
ARI	Air-Conditioning and Refrigeration Institute 4301 Fairfax Dr., Suite 425 Arlington, VA 22203 www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association Center Park 4041 Powder Mill Rd., Suite 404 Calverton, MD 20705	(301) 231-9050
ASA	Acoustical Society of America 500 Sunnyside Blvd. Woodbury, NY 11797	(516) 576-2360
ASC	Adhesive and Sealant Council 1627 K St., NW, Suite 1000 Washington, DC 20006-1707	(202) 452-1500
ASCA	Engineerural Spray Coaters Association	(414) 273-3430

	230 W. Wells St., Suite 311 Milwaukee, WI 53203	
ASCE	American Society of Civil Engineers-World Headquarters 1801 Alexander Bell Dr. Reston, VA 20191-4400 www.asce.org	(800) 548-2723 (703) 295-6000
ASHES	American Society for Healthcare Environmental Services - Division of the American Hospital Assoc. One North Franklin, Suite 2700 Chicago, IL 60606	(800) 424-2626 (312) 422-3860
ASHRAE	American Society of Heating, Refrigerating and Air- Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329-2305 www.ashrae.org	(800) 527-4723 (404) 636-8400
ASLA	American Society of Landscape Engineers 4401 Connecticut Ave., NW, 5th Floor Washington, DC 20008-2369 www.asla.org	(202) 686-2752
ASME	American Society of Mechanical Engineers 345 East 47th St. New York, NY 10017-2392 www.asme.org	(800) 434-2763 (212) 705-7722
ASPA	American Sod Producers Association (See TPI)	
ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Blvd., Suite 210 Westlake Village, CA 91362-3649	(805) 495-7120
ASQC	American Society for Quality Control 611 East Wisconsin, Ave. Milwaukee, WI 53201-3005 www.asqc.org	(800) 248-1946 (414) 272-8575
ASSE	American Society of Sanitary Engineering 28901 Clemens Rd. Westlake, OH 44145 www.asse-plumbing.org	(216) 835-3040
ASTM	American Society for Testing and Materials 100 Barr Harbor Dr. West Conshohocken, PA 19428-2959 www.astm.org	(610) 832-9500

ATIS	Alliance for Telecommunications Industry Solutions (Formerly: Exchange Carriers Standards Association) 1200 G St., NW, Suite 500 Washington, DC 20005	(202) 628-6380
AWCI	Association of the Wall and Ceiling Industries--International 307 E. Annandale Rd., Suite 200 Falls Church, VA 22042-2433 www.awci.org	(703) 534-8300
AWCMA	American Window Covering Manufacturers Association (See WCMA)	
AWI	Engineerural Woodwork Institute 1952 Isaac Newton Sq. Reston, VA 20190 www.awinet.org	(703) 733-0600
AWPA	American Wood Preservers' Association 3246 Fall Creek Hwy, Suite 1900 Granbury, TX 76049-7979	(817) 326-6300
AWPB	American Wood Preservers' Bureau (This organization is now defunct.)	
AWS	American Welding Society 550 NW LeJeune Rd. Miami, FL 33126 www.amweld.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association 6666 W. Quincy Ave. Denver, CO 80235 www.awwa.org	(800) 926-7337 (303) 794-7711
BANC	Brick Association of North Carolina P.O. Box 13290 Greensboro, NC 27415-3290	(800) 622-7425 (910) 273-5566
BHMA	Builders Hardware Manufacturers Association 355 Lexington Ave., 17th Floor New York, NY 10017-6603	(212) 661-4261
BIA	Brick Institute of America 11490 Commerce Park Dr. Reston, VA 22091-1525 www.bia.org	(703) 620-0010
BIFMA	The Business and Institutional Furniture Manufacturer's Association 2680 Horizon Dr., SE, Suite A1 Grand Rapids, MI 49546-7500 www.bifma.com	(616) 285-3963

CAGI	Compressed Air and Gas Institute c/o Thomas Associates, Inc. 1300 Sumner Ave. Cleveland, OH 44115-2851 www.taol.com/cagi	(216) 241-7333
CAUS	Color Association of the United States 409 W. 44th St. New York, NY 10036-4402	(212) 582-6884
CBM	Certified Ballast Manufacturers Association 1422 Euclid Ave., Suite 402 Cleveland, OH 44115-2094	(216) 241-0711
CCC	Carpet Cushion Council P.O. Box 546 Riverside, CT 06878-0546	(203) 637-1312
CDA	Copper Development Association Inc. 260 Madison Ave., 16th Floor New York, NY 10016-2401 www.copper.org	(800) 232-3282 (212) 251-7200
CFFA	Chemical Fabrics & Film Association, Inc. c/o Thomas Associates, Inc. 1300 Sumner Ave. Cleveland, OH 44115-2851 www.taol.com/cffa	(216) 241-7333
CGA	Compressed Gas Association 1725 Jefferson Davis Hwy, Suite 1004 Arlington, VA 22202-4102 www.cganet.com	(703) 412-0900
CGSB	Canadian General Standards Board Place du Portage Phase III, 6B1 11 Laurier St. Hull, Quebec K1A 1G6 CANADA www.pwgsc.gc.ca/cgsb Mailing Address: Canadian General Standards Board Sales Centre Ottawa K1A 1G5 CANADA	(819) 956-3500 (800) 665-2472 (819) 956-0425
CISCA	Ceilings and Interior Systems Construction Association 1500 Lincoln Hwy, Suite 202 St. Charles, IL 60174 www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute	(423) 892-0137

	5959 Shallowford Rd., Suite 419 Chattanooga, TN 37421	
CLFMI	Chain Link Fence Manufacturers Institute 9891 Broken Land Pkwy, Suite 300 Columbia, MD 21046	(301) 596-2584
CPPA	Corrugated Polyethylene Pipe Association 432 N. Superior St. Toledo, OH 43604	(800) 510-2772 (419) 241-2221
CRI	Carpet and Rug Institute 310 S. Holiday, Ave. Dalton, GA 30722-2048 www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Rd. Schaumburg, IL 60173-4758 www.crsi.org	(847) 517-1200
CSSB	Cedar Shake and Shingle Bureau 515 116th Ave., NE, Suite 275 Bellevue, WA 98004-5294	(206) 453-1323
CTI	Ceramic Tile Institute of America 12061 West Jefferson Blvd. Culver City, CA 90230-6219	(310) 574-7800
CTI	Cooling Tower Institute P.O. Box 73383 Houston, TX 77273	(281) 583-4087
DASMA	Door and Access Systems Manufacturers Association, International (Formerly: National Association of Garage Door Manufacturers) c/o Thomas Associates, Inc. 1300 Sumner Ave. Cleveland, OH 44115-2851 www.taol.com/dasma	(216) 241-7333
DHI	Door and Hardware Institute (Formerly: National Builders Hardware Association) 14170 Newbrook Dr. Chantilly, VA 20151-2223 www.dhi.org	(703) 222-2010
DIPRA	Ductile Iron Pipe Research Association 245 Riverchase Pkwy East, Suite O Birmingham, AL 35244	(205) 988-9870
DLPA	Decorative Laminate Products Association (Dissolved in 1995 - Now part of KCMA.)	

ECSA	Exchange Carriers Standards Association (See ATIS)	
EIA	Electronic Industries Association 2500 Wilson Blvd. Arlington, VA 22201	(703) 907-7500
EIMA	EIFS Industry Members Association 402 N. Fourth St., Suite 102 Yakima, WA 98901-2470 www.eifsfacts.com	(800) 294-3462 (509) 457-3500
EJMA	Expansion Joint Manufacturers Association 25 N. Broadway Tarrytown, NY 10591-3201	(914) 332-0040
ETL	ETL Testing Laboratories, Inc. (Now part of ITS)	
FCI	Fluid Controls Institute c/o Thomas Associates, Inc 1300 Sumner Ave. Cleveland, OH 44115-2851 www.taol.com/fci	(216) 241-7333
FCICA	Floor Covering Installation Contractors Association (Formerly: Floor Covering Installation Board) P.O. Box 948 Dalton, GA 30722-0948	(706) 226-5488
FGMA	Flat Glass Marketing Association (See GANA)	
FM	Factory Mutual System 1151 Boston-Providence Tnpk. P.O. Box 9102 Norwood, MA 02062-9102 www.factorymutual.com	(781) 762-4300
FTI	Facing Tile Institute c/o Stark Ceramics P.O. Box 8880 Canton, OH 44711	(330) 488-1211
GA	Gypsum Association 810 First St., NE, Suite 510 Washington, DC 20002 www.usg.com	(202) 289-5440
GANA	Glass Association of North America (Formerly: Flat Glass Marketing Association) 3310 SW Harrison St. Topeka, KS 66611-2279 www.glasswebsite.com/gana	(913) 266-7013

GRI	Geosynthetic Research Institute 33rd and Lancaster Walk Rush Building, West Wing Philadelphia, PA 19104 www.gri-server.coe.drexel.edu	(215) 895-2343
HEI	Heat Exchange Institute c/o Thomas Associates, Inc. 1300 Sumner Ave. Cleveland, OH 44115-2851 www.taol.com/hei	(216) 241-7333
HI	Hydraulic Institute 9 Sylvan Way Parsippany, NJ 07054-3802	(201) 267-9700
HI	Hydronics Institute Division of Gas Appliance Manufacturers Association P.O. Box 218 35 Russo Pl. Berkeley Heights, NJ 07922 www.gamanet.org	(908) 464-8200
HMA	Hardwood Manufacturers Association (Formerly: Southern Hardwood Lumber Manufacturers Association) 400 Penn Center Blvd., Suite 530 Pittsburgh, PA 15235-5605 www.hardwood.org	(412) 829-0770
HPVA	Hardwood Plywood and Veneer Association 1825 Michael Farraday Dr. P.O. Box 2789 Reston, VA 22195-0789 www.hpva.org	(703) 435-2900
IAS	International Approval Services 8504 East Pleasant Valley Rd. Cleveland, OH 44131 www.iasapprovals.org	(216) 524-4990
IBD	Institute of Business Designers (Now part of IIDA)	
ICEA	Insulated Cable Engineers Association, Inc. P.O. Box 440 South Yarmouth, MA 02664	(508) 394-4424
IEC	International Electrotechnical Commission (Available from ANSI) 11 West 42nd St., 13th Floor New York, NY 10036-8002	(212) 642-4900
IEEE	Institute of Electrical and Electronics Engineers	(800) 678-4333 (212) 705-7900

	345 E. 47th St. New York, NY 10017-2394 www.ieee.org	
IESNA	Illuminating Engineering Society of North America 120 Wall St., 17th Floor New York, NY 10005-4001 www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council (Now part of ITS)	
IIDA	International Interior Design Association 341 Merchandise Mart Chicago, IL 60654-1104	(312) 467-1950
ILI	Indiana Limestone Institute of America Stone City Bank Building, Suite 400 Bedford, IN 47421	(812) 275-4426
IMSA	International Municipal Signal Association P.O. Box 539 165 E. Union St. Newark, NY 14513	(800) 723-4672 (315) 331-2182
INCE	Institute of Noise Control Engineering P.O. Box 3206, Arlington Branch Poughkeepsie, NY 12603	(914) 462-4006
IRI	Industrial Risk Insurers P.O. Box 5010 85 Woodland St. Hartford, CT 06102-5010	(860) 520-7300
ISA	ISA - International Society for Measurement and Control P.O. Box 12277 67 Alexander Dr. Research Triangle Park, NC 27709 www.isa.org	(919) 549-8411
ISS	Iron and Steel Society 410 Commonwealth Dr. Warrendale, PA 15086-7512 www.issource.org	(412) 776-1535
ISWA	Insect Screening Weavers Association P.O. Box 1018 Ossining, NY 10562	(914) 962-9052
ITS	Intertek Testing Services (Formerly: Inchcape Testing Services) P.O. Box 2040 3933 US Route 11 Cortland, NY 13045-7902	(800) 345-3851 (607) 753-6711

	www.itsglobal.com	
KCMA	Kitchen Cabinet Manufacturers Association (Formerly: National Kitchen Cabinet Association) 1899 Preston White Dr. Reston, VA 22091-4326 www.kema.org	(703) 264-1690
LGSI	Light Gage Structural Institute c/o Loseke Technologies, Inc. P.O. Box 560746 The Colony, TX 75056	(972) 625-4560
LIA	Lead Industries Association, Inc. 295 Madison Ave. New York, NY 10017 www.leadinfo.com	(800) 422-5323 (212) 578-4750
LMA	Laminating Materials Association (Formerly: American Laminators Association) 116 Lawrence St. Hillsdale, NJ 07642-2730 www.lma.org	(201) 664-2700
LPI	Lightning Protection Institute 3335 N. Arlington Heights Rd., Suite E Arlington Heights, IL 60004-7700	(800) 488-6864 (847) 577-7200
MBMA	Metal Building Manufacturer's Association c/o Thomas Associates, Inc. 1300 Sumner Ave. Cleveland, OH 44115-2851 www.taol.com/mbma	(216) 241-7333
MCAA	Mechanical Contractors Association of America 1385 Piccard Dr. Rockville, MD 20850-4329	(301) 869-5800
MFMA	Maple Flooring Manufacturers Association 60 Revere Dr., Suite 500 Northbrook, IL 60062 www.maplefloor.com	(847) 480-9138
MFMA	Metal Framing Manufacturers Association (Formerly: Wood and Synthetic Flooring Institute) 401 N. Michigan Ave. Chicago, IL 60611	(312) 644-6610
MHI	Material Handling Institute (A Division of the Material Handling Industry) 8720 Red Oak Blvd., Suite 201 Charlotte, NC 28217-3992 www.mhi.org	(800) 345-1815 (704) 522-8644
MIA	Marble Institute of America	(614) 228-6194

	30 Eden Alley, Suite 301 Columbus, OH 43215 www.marble-institute.com	
MIA	Masonry Institute of America 2550 Beverly Blvd. Los Angeles, CA 90057 www.masonryinstitute.org	(213) 388-0472
ML/SFA	Metal Lath/Steel Framing Association (A Division of the NAAMM) 8 South Michigan Ave., Suite 1000 Chicago, IL 60603	(312) 456-5590
MRCA	Midwest Roofing Contractors Association 4840 W. 15th St., Suite 1000 Lawrence, KS 66049	(800) 879-4448 (913) 843-4888
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry 127 Park St., NE Vienna, VA 22180-4602	(703) 281-6613
NAA	National Arborist Association P.O. Box 1094 Amherst, NH 03031-1094 www.natlarb.com	(800) 733-2622 (603) 673-3311
NAAMM	National Association of Engineerural Metal Manufacturers 8 South Michigan Ave., Suite 1000 Chicago, IL 60603 www.gss.net/naamm	(312) 456-5590
NAGDM	National Association of Garage Door Manufacturers (See DASMA)	
NAIMA	North American Insulation Manufacturers Association (Formerly: Thermal Insulation Manufacturers Association) 44 Canal Center Plaza, Suite 310 Alexandria, VA 22314 www.naima.org	(703) 684-0084
NAMI	National Accreditation & Management Institute, Inc. P.O. Box 366 207 S. Washington St. Berkeley Springs, WV 25411	(304) 258-5100
NAPA	National Asphalt Pavement Association NAPA Building 5100 Forbes Blvd. Lanham, MD 20706-4413	(301) 731-4748
NAPM	National Association of Photographic Manufacturers 550 Mamaroneck Ave.	(914) 698-7603

	Harrison, NY 10528	
NBHA	National Builders Hardware Association (See DHI)	
NCAC	National Council of Acoustical Consultants P.O. Box 359 66 Morris Ave., Suite 1A Springfield, NJ 07081	(201) 564-5859
NCCA	National Coil Coaters Association 401 N. Michigan Ave. Chicago, IL 60611	(312) 321-6894
NCMA	National Concrete Masonry Association 2302 Horse Pen Rd. Herndon, VA 20171-3499 www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute P.O. Box 759 253-80 Center St. Lake Geneva, WI 53147	(414) 248-9094
NCRPM	National Council on Radiation Protection and Measurements 7910 Woodmont Ave., Suite 800 Bethesda, MD 20814-3095 www.ncrp.com	(800) 229-2652 (301) 657-2652
NCSPA	National Corrugated Steel Pipe Association 1255 23rd St., NW, Suite 850 Washington, DC 20037 www.ncspa.org	(202) 452-1700
NEBB	Natural Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877-4121	(301) 977-3698
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814-5372	(301) 657-3110
NEI	National Elevator Industry 185 Bridge Plaza North, Suite 310 Fort Lee, NJ 07024	(201) 944-3211
NELMA	Northeastern Lumber Manufacturers Association 272 Tuttle Rd. P.O. Box 87A Cumberland Center, ME 04021	(207) 829-6901
NEMA	National Electrical Manufacturers Association 1300 N 17th St., Suite 1847 Rosslyn, VA 22209	(703) 841-3200

	www.nema.org	
NETA	InterNational Electrical Testing Association P.O. Box 687 106 Stone St. Morrison, CO 80465-1526 www.electricnet.com/neta	(303) 697-8441
NFPA	National Fire Protection Association One Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101 www.nfpa.org	(800) 344-3555 (617) 770-3000
NFPA	National Forest Products Association (See AFPA)	
NFRC	National Fenestration Rating Council Incorporated 1300 Spring St., Suite 120 Silver Spring, MD 20910 www.nfrc.org	(301) 589-NFRC
NHLA	National Hardwood Lumber Association P.O. Box 34518 Memphis, TN 38184-0518 www.natlhardwood.org	(901) 377-1818
NIA	National Insulation Association (Formerly: National Insulation and Abatement Contractors Association) 99 Canal Center Plaza, Suite 222 Alexandria, VA 22314 www.insulation.org	(703) 683-6422
NIAC	National Insulation and Abatement Contractors Association (See NIA)	
NKCA	National Kitchen Cabinet Association (See KCMA)	
NLGA	National Lumber Grades Authority #406-First Capital Pl., 960 Quayside Dr. New Westminster, BC V3M 6G2	(604) 524-2393
NOFMA	National Oak Flooring Manufacturers Association P.O. Box 3009 Memphis, TN 38173-0009	(901) 526-5016
NPA	National Particleboard Association 18928 Premiere Ct. Gaithersburg, MD 20879-1569 www.pbmdf.com	(301) 670-0604

NPCA	National Paint and Coatings Association 1500 Rhode Island Ave., NW Washington, DC 20005-5597 www.paint.org	(202) 462-6272
NRCA	National Roofing Contractors Association O'Hare International Center 10255 W. Higgins Rd., Suite 600 Rosemont, IL 60018-5607 www.roofonline.org	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association 900 Spring St. Silver Spring, MD 20910 www.nrmca.org	(301) 587-1400
NSA	National Stone Association 1415 Elliot Pl., NW Washington, DC 20007 www.aggregates.org	(202) 342-1100
NSF	NSF International (Formerly: National Sanitation Foundation) P.O. Box 130140 Ann Arbor, MI 48113-0140 www.nsf.org	(313) 769-8010
NSSEA	National School Supply and Equipment Association 8300 Colesville Rd., Suite 250 Silver Spring, MD 20910	(800) 395-5550 (301) 495-0240
NTMA	National Terrazzo and Mosaic Association 3166 Des Plaines Ave., Suite 121 Des Plaines, IL 60018 www.ntma.com	(800) 323-9736 (847) 635-7744
NUSIG	National Uniform Seismic Installation Guidelines 12 Lahoma Ct. Alamo, CA 94526	(510) 946-0135
NWMA	National Woodwork Manufacturers Association (See NWWDA)	
NWWDA	National Wood Window and Door Association (Formerly: National Woodwork Manufacturers Association) 1400 E. Touhy Ave., G-54 Des Plaines, IL 60018 www.nwwda.org	(800) 223-2301 (847) 299-5200
PATMI	Power Actuated Tool Manufacturers' Institute, Inc.	(314) 947-6610

	1603 Boonslick Rd. St. Charles, MO 63301-2244	
PCA	Portland Cement Association 5420 Old Orchard Rd. Skokie, IL 60077-1083 www.portcement.org	(847) 966-6200
PCI	Precast/Prestressed Concrete Institute 175 W. Jackson Blvd. Chicago, IL 60604 www.pci.org	(312) 786-0300
PDCA	Painting and Decorating Contractors of America 3913 Old Lee Hwy, Suite 33-B Fairfax, VA 22030 www.pdca.com	(800) 332-7322 (703) 359-0826
PDI	Plumbing and Drainage Institute 45 Bristol Dr., Suite 101 South Easton, MA 02375	(800) 589-8956 (508) 230-3516
PEI	Porcelain Enamel Institute 4004 Hillsboro Pike, Suite 224-B Nashville, TN 37215 www.porcelainenamel.com	(615) 385-5357
PGI	PVC Geomembrane Institute P.O. Box 4226 Traverse City, MI 49685 users.aol.com/forPVC1	(616) 933-6373
PPFA	Plastic Pipe and Fittings Association 800 Roosevelt Rd., Building C, Suite 20 Glen Ellyn, IL 60137-5833	(630) 858-6540
PPI	Plastic Pipe Institute (The Society of the Plastics Industry, Inc.) 1801 K St., NW, Suite 600L Washington, DC 20006 www.plasticpipe.org	(202) 974-5306
RCMA	Roof Coatings Manufacturers Association Center Park 4041 Powder Mill Rd., Suite 404 Calverton, MD 20705	(301) 230-2501
RCSC	Research Council on Structural Connections Sargent & Lundy 55 E. Monroe St. Chicago, IL 60603	(312) 269-2424
RFCI	Resilient Floor Covering Institute 966 Hungerford Dr., Suite 12-B	(301) 340-8580

	Rockville, MD 20850-1714	
RMA	Rubber Manufacturers Association 1400 K St., NW, Suite 900 Washington, DC 20005 www.rma.org	(800) 220-7620 (202) 682-4800
SAE	SAE International 400 Commonwealth Dr. Warrendale, PA 15096-0001 For publications: Call (412) 776-4970	(412) 776-4841
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60021 www.sdi.org	(847) 462-1930
SDI	Steel Door Institute 30200 Detroit Rd. Cleveland, OH 44145-1967	(216) 889-0010
SEFA	Scientific Equipment and Furniture Association 1028 Duchess Dr. McLean, VA 22102-2010 www.sefalabfurn.com	(703) 790-8661
SEGD	Society for Environmental Graphic Design 401 F St., NW, Suite 333 Washington, DC 20001-2728	(202) 638-5555
SGCC	Safety Glazing Certification Council (Now part of ITS)	
SHLMA	Southern Hardwood Lumber Manufacturers Association (See HMA)	
SIGMA	Sealed Insulating Glass Manufacturers Association 401 N. Michigan Ave. Chicago, IL 60611-4267	(312) 644-6610
SJI	Steel Joist Institute 3127 10th Ave., North Ext. Myrtle Beach, SC 29577-6760	(803) 626-1995
SMA	Screen Manufacturers Association 2850 S. Ocean Blvd., Suite 114 Palm Beach, FL 33480-5535	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association, Inc. 4201 Lafayette Center Dr. P.O. Box 221230 Chantilly, VA 20151-1209 www.smacna.org	(703) 803-2980

SPI	Society of the Plastics Industry, Inc. Spray Polyurethane Division 1801 K St., NW, Suite 600K Washington, DC 20006 www.socplas.org	(800) 951-2001 (202) 974-5200
SPIB	Southern Pine Inspection Bureau 4709 Scenic Hwy Pensacola, FL 32504-9094	(904) 434-2611
SPRI	SPRI (Formerly: Single Ply Roofing Institute) 175 Highland Ave. Needham Heights, MA 02194-3034	(617) 444-0242
SSINA	Specialty Steel Industry of North America c/o Collier, Shannon Rill & Scott 3050 K St., NW, Suite 400 Washington, DC 20007 www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	Steel Structures Painting Council 40 24th St., 6th Floor Pittsburgh, PA 15222-4643	(412) 281-2331
SSPMA	Sump and Sewage Pump Manufacturers Association P.O. Box 647 Northbrook, IL 60065-0647	(847) 559-9233
STI	Steel Tank Institute 570 Oakwood Rd. Lake Zurich, IL 60047-1559	(847) 438-8265
SWI	Steel Window Institute c/o Thomas Associates, Inc. 1300 Sumner Ave. Cleveland, OH 44115-2851 www.taol.com/swi	(216) 241-7333
SWPA	Submersible Wastewater Pump Association 1806 Johns Dr. Glenview, IL 60025-1657	(847) 729-7972
SWRI	Sealant, Waterproofing and Restoration Institute 2841 Main Kansas City, MO 64108	(816) 472-7974
TCA	Tile Council of America 100 Clemson Research Blvd. Anderson, SC 29625	(864) 646-8453
TIMA	Thermal Insulation Manufacturers Association (See NAIMA)	

TPI	Truss Plate Institute (Formerly: American Sod Producers Association) 583 D'Onofrio Dr., Suite 200 Madison, WI 53719	(608) 833-5900
TPI	Turfgrass Producers International (Formerly: American Sod Producers Association) 1855-A Hicks Rd. Rolling Meadows, IL 60008	(800) 405-8873 (847) 705-9898
UL	Underwriters Laboratories Inc. 333 Pfingsten Rd. Northbrook, IL 60062 www.ul.com	(800) 704-4050 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association 2655 Villa Creek Dr., Suite 155 Dallas, TX 75234 www.members.aol.com/unibell1	(972) 243-3902
USITT	USITT: The American Association of Design and Production Professionals in the Performing Arts 6443 Ridings Rd. Syracuse, NY 13206-1111	(800) 938-7488 (315) 463-6463
USP	U.S. Pharmacopeia (Formerly: U.S. Pharmacopoeial Convention) 12601 Twinbrook Pkwy Rockville, MD 20852-1790	(800) 227-8772 (301) 881-0666
WA	Wallcoverings Association 401 N. Michigan Ave. Chicago, IL 60611-4267	(312) 644-6610
WCLIB	West Coast Lumber Inspection Bureau P.O. Box 23145 Portland, OR 97281-3145	(503) 639-0651
WCMA	Window Covering Manufacturers Association (Formerly: American Window Covering Manufacturers Association) 355 Lexington Ave., 17th Floor New York, NY 10017-6603	(212) 661-4261
WEF	Water Environment Federation (Formerly: Water Pollution Control Federation) 601 Wythe St. Alexandria, VA 22314-1994	(703) 684-2400
WIC	Woodwork Institute of California P.O. Box 980247 West Sacramento, CA 95798-0247	(916) 372-9943

WMMPA	Wood Moulding & Millwork Producers Association 507 First St. Woodland, CA 95695 www.wmmpa.com	(800) 550-7889 (916) 661-9591
WPCF	Water Pollution Control Federation (See WEF)	
WRI	Wire Reinforcement Institute 203 Loudoun St., SW Leesburg, VA 20175-2718	(703) 779-2339
WSC	Water Systems Council Building C, Suite 20 800 Roosevelt Rd. Glen Ellyn, IL 60137	(630) 545-1762
WSFI	Wood and Synthetic Flooring Institute (See MFMA)	
WWPA	Western Wood Products Association Yeon Building 522 SW 5th Ave. 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.

CE	Corps of Engineers (U.S. Department of the Army) 20 Massachusetts Ave., NW Washington, DC 20314 CRD standards are available from: U.S. Army Corps of Engineers Waterways Experiment Station Technical Report Distribution Section Services Branch, TIC 3909 Halls Ferry Rd. Vicksburg, MS 39180-6199	(202) 761-0660 (601) 634-2696
CFR	Code of Federal Regulations (Available from the Government Printing Office) Washington, DC 20401 (Material is usually published first in the "Federal Register.") www.access.gpo.gov	(202) 512-0000
CPSC	Consumer Product Safety Commission East West Towers 4330 East-West Hwy Bethesda, MD 20814	(800) 638-2772

CS	Commercial Standard (U.S. Department of Commerce) Government Printing Office Washington, DC 20402 For Commercial standards, contact: Ms. Brenda Umberger CS & PS Specialist c/o NIST Gaithersburg, MD 20899	(202) 512-1800 (301) 975-4036
DOC	Department of Commerce 14th St. and Constitution Ave., NW Washington, DC 20230	(202) 482-2000
DOT	Department of Transportation 400 Seventh St., SW Washington, DC 20590	(202) 366-4000
EPA	Environmental Protection Agency 401 M St., SW Washington, DC 20460	(202) 260-2090
FAA	Federal Aviation Administration (U.S. Department of Transportation) 800 Independence Ave., SW Washington, DC 20591	(202) 366-4000
FCC	Federal Communications Commission 1919 M St., NW Washington, DC 20554	(202) 418-0126
FDA	Food and Drug Administration 5600 Fishers Lane Rockville, MD 20857	(301) 443-1544
FHA	Federal Housing Administration (U.S. Department of Housing and Urban Development) 451 Seventh St., SW Washington, DC 20410	(202) 401-0388
FS	Federal Specification Unit (Available from GSA) 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407	(202) 619-8925
GSA	General Services Administration F St. and 18th St., NW Washington, DC 20405	(202) 708-5082
MIL	Military Standardization Documents (U.S. Department of Defense) Defense Printing Service 700 Robbins Ave., Building 4D Philadelphia, PA 19111	(215) 697-2179

NIST	National Institute of Standards and Technology (U.S. Department of Commerce) Building 101, #A1134, Rte. I-270 and Quince Orchard Rd. Gaithersburg, MD 20899	(301) 975-2000
OSHA	Occupational Safety and Health Administration (U.S. Department of Labor) 200 Constitution Ave., NW Washington, DC 20210	(202) 219-8148
PS	Product Standard of NBS (U.S. Department of Commerce) Government Printing Office Washington, DC 20402 For Product standards, contact: Ms. Brenda Umberger CS & PS Specialist c/o NIST Gaithersburg, MD 20899	(202) 512-1800 (301) 975-4036
RUS	Rural Utilities Service (Formerly: Rural Electrification Administration) (U.S. Department of Agriculture) 14th St. and Independence Ave., SW Washington, DC 20250	(202) 720-9560
TRB	Transportation Research Board, National Research Council 2101 Constitution Ave., NW Washington, DC 20418	(202) 334-2934
USDA	U.S. Department of Agriculture 14th St. and Independence Ave., SW Washington, DC 20250	(202) 720-8732
USPS	U.S. Postal Service 475 L'Enfant Plaza, SW Washington, DC 20260-0010	(202) 268-2000

H. State Government Agencies: The following state government agencies produce standards referenced in the Contract Documents:

California

CBHF	State of California, Dept. of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation Technical Information 3485 Orange Grove Ave. North Highland, CA 95660-5595	(800) 952-5210 (916) 574-2041

Texas

TFS	Texas Forest Service	(409) 639-8180

Forest Products Laboratory
Highway 59 S., P.O. Box 310
Lufkin, TX 75902-0310

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, 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:

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:

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:

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. Taps of existing water mains.
   b. The configuration of the water mains at all street intersections within the project.
   c. Any unusual configuration of water mains and appurtenances which may be difficult to properly locate and mark once concealed by backfilling.
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

SECTION 01740 - WARRANTIES

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 warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Submittals" specifies procedures for submitting warranties.
2. Division 1 Section "Contract Closeout" specifies contract closeout procedures.
3. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.
4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

D. Separate Prime Contracts: Each prime contractor is responsible for warranties related to its own contract.

1.3 DEFINITIONS

A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within 15 days of completion of that designated portion of the Work.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Engineer, for approval prior to final execution.

C. Forms for special warranties are included at the end of this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Engineer, for approval prior to final execution.

1. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

D. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

E. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 LIST OF WARRANTIES

A. Schedule: Provide warranties on products and installations as specified in the following Sections:

1. Concrete Work
2. Asphalt Paving
3. Sanitary Sewer Piping and Concrete Manholes
4. Water Main Piping and Appurtenances
5. Grassing & Matting
6. Earthwork Placement

END OF SECTION 01740

SECTION 02070 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected site elements – sidewalks, curbs, sewer pipes, manholes, etc.
2. Patching and repairs.
3. Demolition of roadway paving within the City of Griffin right-of-way.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Summary of Work" for use of the building and phasing requirements.
2. Division 1 Section "Contract Closeout" for record document requirements.
3. Division 2 Section "Site Clearing" for site clearing and removing above- and below-grade improvements.
4. Division 2 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.

B. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Engineer, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.4 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

B. Demolition utility items are to be turned over to the City of Griffin (hydrants, pipe, etc.).

1.5 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.

B. Proposed dust-control measures.

C. Proposed noise-control measures.

D. Schedule of selective demolition activities indicating the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
2. Interruption of utility services.
3. Coordination for shutoff, capping, and continuation of utility services.

E. ***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 property. The Contractor is not authorized to begin demolition or construction until complete photo and video documentation is provided to the Engineer.***

F. Record drawings at Project closeout according to Division 1 Section "Contract Closeout."

1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

1.6 SCHEDULING

A. Arrange selective demolition schedule so as not to interfere with normal traffic.

PART 2 - PRODUCTS (Not Applicable)

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.

1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. Perform inspections as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.

a. Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.

3.3 PREPARATION

A. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.

B. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

3.4 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas. Do not allow material to enter the stream.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 02070

SECTION 02200 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Backfilling utility pipes.
2. Spreading and placement of topsoil.
3. Rock removal – excavation/blasting.

1.3 UNIT PRICES

A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following:

1. 6 inches (150 mm) beneath pipe in trenches, and the greater of 24 inches (600 mm) wider than pipe or 42 inches (1065 mm) wide.

B. Unit prices for rock excavation include replacement with approved materials and haul off/disposal of rock in an approved location offsite.

D. The “TRENCH ROCK MOBILIZATION” bid item will be paid if trench rock is encountered by the Contractor during the project. The Owner will pay for additional mobilizations at the discretion of the Engineer and Owner if blasting is necessary in multiple areas.

C. The “TRENCH ROCK MOBILIZATION” bid item will not be paid if the total dollar amount of the “TRENCH ROCK” bid item exceeds the “TRENCH ROCK MOBILIZATION” dollar amount.

1.4 DEFINITIONS

A. Backfill: Soil materials used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding Course: Layer placed over the subgrade in a trench before laying pipe.

C. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

D. Excavation: Removal of material encountered above subgrade elevations.

1. Common Excavation: Common excavation shall include the excavation of all material which meets the following criteria:

   a. Condition 1: in its undisturbed condition may be classified as either cohesionless or cohesive materials in ASTM D 2487 (that is, cohesionless materials as GW, GP, SW, and SP; and cohesive materials as GC, SC, ML, CL, MH, and CH), of any gradation and consistency, and with a maximum particle size of 3 inches (76.2 mm); and
   b. Condition 2: can be excavated by conventional tracked backhoe earth excavating equipment of a minimum size of a Caterpillar 235 or equivalent, medium stick or less, equipped with a narrow bucket and short bucket tip radius.

2. Additional Excavation: Excavation below subgrade elevations as directed by Engineer. Additional excavation and replacement material will be paid for according to Contract provisions and unit rates for changes in the Work.

3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.

E. Structural Fill: Engineered soil materials used to raise existing grades.

F. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material in accordance with the conditions defined below regarding ripping and blasting:

1. Rip Rock Excavation: Rip rock shall be any material which meets all of the following criteria:

   a. Condition 1: does not meet the conditions for Common Excavations defined above and is of sufficient roughness, fractures, and bedding joints to allow penetration of a ripper tooth.

b. Condition 2: can be loosened using a Caterpillar Model D9N equipped with a single-shank No. 9 ripper or equivalent to the point that the material can be excavated.
c. Condition 3: has a seismic wave velocity less than 6,000 feet per second.

2. Blast Rock Excavation: Blast rock excavations shall be any material which meets the following criteria:

a. Condition 1: does not meet the conditions for Common Excavations or Rip Rock Excavations as defined above and is of sufficient homogeneity to limit penetration of a ripper tooth.
b. Condition 2: material which is classified by the Geotechnical Engineer as solid, unweathered rock, including rock material that is in ledges, or is bedded.
c. Condition 3: does not meet the criteria for "rippable rock" as identified in the Caterpillar *Performance Handbook* (any addition).

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below base course, drainage fill, or topsoil materials.

I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities homes/businesses in the construction area unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than two days (48 hours) in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer's written permission.
3. Maintain water service to homes/businesses in the construction area.
4. Contact utility-locator service for area where Project is located at least three business days (72 hours) before excavating.

B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with City of Griffin to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations. Materials must be pre-approved by Engineer prior to use on site.

B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, GC, SW, SP, SM, SC, CL, ML, CH, and MH or a combination of these group symbols; free of rock or gravel larger than 3 inches (76.2 mm) and in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: ASTM D 2487 soil classification groups OL, OH, and PT, or a combination of these group symbols.

1. Unsatisfactory soils also include satisfactory soils not maintained within 3 percent of optimum moisture content at time of compaction testing by the Engineer.

D. Backfill and Structural Fill: Satisfactory soil materials.

E. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.

F. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

G. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch (38-mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

H. Impervious Fill: Clayey sand mixtures capable of compacting to a dense state and which meets the approval of the Engineer.

I. Topsoil: Topsoil from the site clearing activities will be stockpiled onsite for re-use on areas to be grassed.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and waterways.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding areas.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system to keep subgrades and trench excavations dry and convey ground water away from excavations. Maintain until dewatering is no longer required.
3. Pump groundwater infiltration, if required.

3.3 EXCAVATION, GENERAL

A. Classified Excavation: Excavation to subgrade elevations classified as earth and rock. Rock excavation will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

1. Earth (or Common) excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.

a. Intermittent drilling; ram hammering; or ripping of material not classified as rock excavation is earth (or common) excavation.

2. Rock excavation includes removal and disposal of rock offsite in an approved location.

a. Do not excavate rock until it has been classified and cross-sectioned by Engineer.

C. Excavation (cut) slopes must be maintained at no less than 2-foot horizontal to 1-foot vertical (2H:1V) unless otherwise instructed by the Engineer.

3.4 EXCAVATION FOR UTILITY AND FOUNDATION TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Excavate sewer trench to 4-inches below pipe for bedding stone (Class "C" per detail).

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.

1. Clearance: As indicated on plans.

C. Trench Bottoms: Excavate trenches in accordance with the details set forth in the plans for bedding course. Hand excavate for bell of pipe.

1. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course, or as directed by the Engineer.

3.5 APPROVAL OF SUBGRADE

A. Notify Engineer when excavations have reached required subgrade.

B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

1. Additional excavation of unsatisfactory soil and replacement with satisfactory soil will be paid for according to Contract provisions for changes in the Work.

C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

3.6 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under utility trenches by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill or clean gravel may be used when approved by Engineer.

1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer.

3.7 STORAGE OF SOIL MATERIALS

A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations in temporary construction easements.

3.8 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Surveying locations of underground utilities for record documents.
2. Inspecting and testing underground utilities.
3. Removing concrete formwork.
4. Removing trash and debris.
5. Removing temporary shoring and bracing, and sheeting.
6. Installing permanent or temporary horizontal bracing on horizontally supported walls.
7. Installing warning tape over piping.
8. Installing detector wire.

3.9 UTILITY TRENCH BACKFILL

A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

B. Backfill trenches adjacent to footings with clean gravel (No. 57 stone) under the direction of the Engineer.

C. Place and compact initial backfill of base course material, free of particles larger than 3/4 inch, to a height of 12 inches (300 mm) over the utility pipe or conduit.

1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.

D. Coordinate backfilling with utilities testing and compaction testing by the Engineer.

E. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.

F. Place and compact final backfill of satisfactory soil material to final subgrade.

G. Install warning tape with appropriate markings directly above utilities.

3.10 FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers, not exceeding 8 inches, to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.

C. All fill slopes must be maintained at no less than 2-foot horizontal to 1-foot vertical (2H:1V) unless otherwise instructed by the Engineer.

3.11 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 3 percent of optimum moisture content as determined by the applicable Proctor Test.

1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 3 percent and is too wet to compact to specified dry unit weight.

3.12 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:

1. Under walks, pavements and existing paved areas and roadways (including arch culvert), scarify and recompact top 12 inches (300 mm) of existing subgrade at 98 percent.
2. Under lawn or areas not to receive any future paving, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 95 percent.
3. Remainder of structural fill should be compacted to a minimum of 95 percent.

3.13 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
3. Replace soil over trenches to existing elevations.

3.14 FIELD QUALITY CONTROL

A. Testing Agency: The Owner’s testing agency (Soils Engineer) will perform quality control testing.

B. Allow Soils Engineer to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed

work comply with requirements. Coordinate with Soils Engineer at least 24 hours prior to testing needs.

C. The Soils Engineer will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:

1. Arch Culvert: Two tests of backfill per side.

2. Wall Backfill: At each compacted initial and final backfill layer, at least one test for each 25 feet or less of wall; otherwise no fewer than two tests.

D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained in accordance with Section 01400. Contractor will not be compensated for fill placement that does not meet compaction criteria. Contractor will not be paid for re-compaction of fill soils that do not meet compaction criteria. Refer to Section 01400, Subsection 1.3 B.1. for clarification.

3.15 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Transport surplus satisfactory soil to designated storage areas designated by Contractor and approved Engineer. Stockpile or spread soil as directed by Engineer.

1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property at no additional cost to Owner.

END OF SECTION 02200

SECTION 02260 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes excavation support and protection systems.

B. Related Sections include the following:

1. Division 2 Section "Earthwork" for excavating and backfilling.

1.3 PERFORMANCE REQUIREMENTS

A. Design, provide, monitor, and maintain an anchored and braced excavation support and protection system capable of resisting soil and hydrostatic pressure and supporting sidewalls of excavations.

1. Work includes removing excavation support and protection systems when no longer needed.
2. Prevent surface water from entering excavations by grading, dikes, or other means.
3. Install excavation support and protection systems without damaging existing buildings, pavements, and other improvements adjacent to excavation.

1.4 SUBMITTALS

A. Shop Drawings: Prepared by or under the supervision of a qualified professional engineer for excavation support and protection systems. System design and calculations must be acceptable to authorities having jurisdiction.

1. Include Shop Drawings signed and sealed by the qualified professional engineer responsible for their preparation.

B. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by excavation support and protection systems.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer to assume engineering responsibility and perform work of this Section who has specialized in installing excavation support and protection systems similar to those required for this Project and with a record of successful in-service performance.

1.6 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by the Owner or others unless permitted in writing by the Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

B. Survey adjacent structures and improvements, employing a qualified professional engineer or surveyor; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

1. During installation of excavation support and protection systems, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Engineer if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Materials need not be new but must be in serviceable condition.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

1. Shore, support, and protect utilities encountered.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

C. Locate excavation support and protection systems clear of permanent construction and to permit forming and finishing of concrete surfaces.

D. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure excavation support and protection systems remain stable.

E. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

3.2 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and bear soil and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils and damaging structures, pavements, facilities, and utilities.

1. Remove excavation support and protection systems to a minimum depth of 48 inches below overlying construction and abandon remainder.
2. Repair or replace, as approved by Engineer, adjacent work damaged or displaced by removing excavation support and protection systems.

END OF SECTION 02260

SECTION 02270 – EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and Division I Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section consists of the furnishing and installing of silt fences, hay bales, check dams and other BMP's as shown on the drawings for the purpose of prohibiting sediment from escaping from the construction site. All BMP's must meet the requirements of the "Manual for Erosion and Sediment Control in Georgia", 5th Edition. Additional BMP's may be required for the project based on field inspection by the engineer.

1.3 DISTURBED SOIL

A. The disturbed area and the duration of exposure to erosive elements shall be kept to a practical minimum. Disturbed areas shall be mulched and seeded within 14 days of disturbance with a minimum of temp vegetation. Temporary vegetation or mulching shall be employed to protect exposed critical areas during construction. Permanent grassing and matting installation must be started within 14 days of completion and final grading of road sections. This will be required to minimize the total acreage disturbed at any time in the project to 50 acres or less.

B. Mulch area of disturbance outside of the street on a daily basis.

PART 2 – STRUCTURES

2.1 EROSION CONTROL STRUCTURES

A. Structural erosion control measures must be installed before any land disturbing activities begin. At a minimum, BMP structures shall be installed as described on the Erosion Control Plans.

2.2 SURFACE RUN-OFF WATER

A. Sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps, or similar measures as described on the drawings until the disturbed area is stabilized. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping surfaces of fills.

2.3 MAINTENANCE

A. The Contractor shall be responsible for maintaining all erosion and sediment control BMP's and structures during the construction period and until permanent vegetation is established on graded areas. This time period may extend past the time of Project Final Completion if grassing is not well established.

B. Silt fence and all other BMP's not deemed permanent are to be removed by the contractor at a time when permanent vegetation 80% established. This task will most likely occur after completion of the project and the Contractor is to return to the project site on instruction from the Engineer to remove the silt fence. A line item has been provided for this task and the contractor shall be paid for the linear footage of silt fence removed.

Removal of the silt fence shall include complete removal of the fencing, fine grading and mulching/grassing the disturbed area.

END OF SECTION 02270

SECTION 02510 – WATER DISTRIBUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All of the Drawings and general provisions of the Contract, including Section AD-General Conditions, Section AE-Supplementary Conditions, Section AF-Special Conditions and Sections 01010 through 02930 apply to the Work of this Section.

1.2 SUMMARY

A. This Section includes piping and specialties for combined municipal potable-water and fire-protection water service.

1.3 DEFINITIONS

A. The following industry abbreviations apply:

1. PVC: Poly Vinyl Chloride
2. DIP: Ductile Iron Pipe
3. HDPE: High Density Poly Ethelene Pipe
4. MJ: Mechanical Joint

1.4 SYSTEM PERFORMANCE REQUIREMENTS

A. Minimum Working Pressures: The following are minimum pressure requirements for piping and specialties, unless otherwise indicated:

1. Combined Potable-Water and Fire-Protection Water Service: 200 psig.
2. 2” and smaller HDPE – 160 psig.

1.5 SUBMITTALS

A. Product Data: For the following:

1. Pipe and fittings.
2. Valves.
3. Fire hydrants, including tee and extension parts.
4. Tapping sleeve and tapping valve.
5. Valve boxes for gate valves.

6. C. I. Meter boxes.
7. Service assembly components.
8. Clean-out assembly.

B. Record Drawings: At Project closeout of installed water-service piping.

C. Test Reports: All testing as required by the City of Griffin regulations.

D. Purging and Disinfecting Reports: As specified in "Cleaning" Article in Part 3 and as required by City of Griffin regulations.

E. Maintenance Data: For specialties to include in the maintenance manuals specified in Division 1. Include data for the following:

1. Valves.
2. Hydrants

1.6 QUALITY ASSURANCE

A. Product Options: Drawings indicate size, profiles, and dimensional requirements of water-service piping specialties and are based on specific types and models indicated. Other manufacturers' products with equal performance characteristics may be considered. Refer to Division 1 Section "Substitutions."

B. Comply with standards of authorities having jurisdiction (City of Griffin) for potable water-service piping. Include materials, installation, testing, and disinfection.

C. Comply with NSF 61, "Drinking Water System Components--Health Effects," for materials for potable water.

D. Comply with standards of authorities having jurisdiction for fire-protection water-service piping. Include materials, hose threads, installation, and testing.

E. Provide listing/approval stamp, label, or other marking on piping and specialties made to specified standards.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Preparation for Transport: Prepare valves, including fire hydrants, according to the following:

1. Ensure that valves are dry and internally protected against rust and corrosion.
2. Protect valves against damage to threaded ends, flange faces, and MJ fittings.
3. Set valves in best position for handling. Set valves closed to prevent rattling.

4. High Density Poly Ethelene pipe with fused joints meeting ASTM F714.

B. During Storage: Use precautions for valves, including fire hydrants, according to the following:

1. Do not remove end protectors, unless necessary for inspection; then reinstall for storage.
2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.

C. Handling: Use sling to handle valves and fire hydrants whose size requires handling by crane or lift. Rig valves to avoid damage to exposed valve parts. Do not use handwheels or stems as lifting or rigging points.

D. Deliver piping with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.

F. Protect flanges, fittings, and specialties from moisture and dirt.

G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.

1.8 PROJECT CONDITIONS

A. Perform site survey, research public utility records, and verify existing utility locations. Contact utility-locating service for area where Project is located.

B. Verify that water-service piping may be installed to comply with original design and referenced standards.

C. Coordinate road closing, if required, with City of Griffin, City of Griffin Public Works (Street Department), and Emergency Agencies two (2) days prior to road closing.

PART 2 - PRODUCTS

2.1 PIPES AND TUBES

A. General: Applications of the following pipe and tube materials are indicated in Part 3 "Piping Applications" Article.

B. Ductile-Iron, Mechanical-Joint (Push-On Joint) Pipe: AWWA C151, Pressure Class 350 with cement-mortar lining and seal coat according to AWWA C104. Include fittings, rubber gasket, and bolts and nuts according to AWWA C111, meeting City of Griffin specifications.

2.2 PIPE AND TUBE FITTINGS

A. General: Applications of the following pipe and tube fitting materials are indicated in Part 3 "Piping Applications" Article.

B. Ductile-Iron, Mechanical-Joint Fittings: AWWA C110, ductile-iron or cast-iron; or AWWA C153, ductile-iron, compact type. Include cement-mortar lining and seal coat according to AWWA C104 and glands, rubber gaskets, and bolts and nuts according to AWWA C111.

C. Ductile-Iron, Deflection Fittings: Compound coupling fitting with sleeve and flexing sections, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include 250-psig minimum working-pressure rating; cement-mortar lining or epoxy, interior coating according to AWWA C550; deflection of at least 20 degrees; and glands, rubber gaskets, and bolts and nuts according to AWWA C111.

D. HDPE Fused fittings – End Cap and 90 degree bends

E. Service Lines (in ROW from water main to meter) – type K copper tubing

F. Service Lines (from meter to house) – schedule 40 PVC pipe with glued joints.

2.3 JOINING MATERIALS

A. General: Applications of the following piping joining materials are indicated in Part 3 "Piping Applications" Article.

B. Ductile-Iron Piping: The following materials apply:

1. Mechanical Joints: AWWA C111 ductile-iron or gray-iron glands, high-strength steel bolts and nuts, and rubber gaskets.
2. Mechanical Joint Restraints: Megalug Series 1100 or equal retainer glands with required bolts.
3. Restrained Joint Gaskets: American “Fast-Grip Gasket” or approved equal with a working pressure of 350psi for 4” – 18” pipe and meeting or exceeding AWWA requirements.

C. Pipe Couplings: Iron-body sleeve assembly, fabricated to match OD of pipes to be joined.

1. Sleeve: ASTM A 126, Class B, gray iron.
2. Followers: ASTM A 47, malleable iron; or ASTM A 536, ductile iron.
3. Gaskets: Rubber.
4. Bolts and Nuts: AWWA C111.
5. Finish: Enamel paint.

D. Plastic Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

2.4 VALVES

A. Nonrising-Stem Gate Valves, 6-Inch NPS and Larger: UL 262, FM approved, iron body, bronze mounted with a compression resilient seat manufactured in accordance with AWWA STD C507, latest revision, bronze seating material, inside screw, 200-psig working pressure, and mechanical-joint ends and tabs for rod connections.

B. Valve Boxes: Cast-iron box with top section and **cover painted blue with lettering "WATER,"** bottom section with base of size to fit over valve and barrel approximately 5 inches in diameter, and adjustable cast-iron extension of length required for depth of bury of valve.

C. Tapping Sleeve and Tapping Valve: Complete full circle stainless steel flange/mechanical joint assembly, including tapping sleeve, tapping valve, and bolts and nuts and meeting City of Griffin requirements. Use sleeve and valve compatible with tapping machine.

D. Residential Services Valves

1. Curb Stop: A.Y. McDonald Mfg. Co. Series 76102WT
2. Corporation Stop: A.Y. McDonald Mfg. Co. Series 74701T

2.5 ANCHORAGES

A. Clamps, Straps, and Washers: ASTM A 506, stainless steel.

B. Rods: ASTM A 575, steel.

C. Rod Couplings: ASTM A 197, malleable iron.

D. Bolts: ASTM A 307, steel.

E. Cast-Iron Washers: ASTM A 126, gray iron.

F. Concrete Reaction Backing: Portland cement concrete mix, 3000 psig.

1. Cement: ASTM C 150, Type I.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

2.6 IDENTIFICATION

A. Refer to Division 2 Section "Earthwork" for underground warning tape materials.

B. Arrange for detectable warning tapes made of solid blue film with metallic core and continuously printed black-letter caption "CAUTION--WATER LINE BURIED BELOW."

C. Install temporary markers at bend locations outside of paved areas for location during construction and to aid in the as-built drawing process. Markers must be 2” PVC 8’ in length (4’ exposed) or 8’ 2x4 painted blue.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Refer to Division 2 Section "Earthwork" for excavation, trenching, and backfilling.

3.2 PIPING APPLICATIONS

A. General: Use pipe, fittings, and joining methods for piping systems according to the following applications:

B. Transition couplings and special fittings with pressure ratings at least equal to piping pressure rating may be used in applications below, unless otherwise indicated.

C. Do not use flanges or keyed couplings for underground piping.

1. Exception: Piping in boxes and structures, but not buried, may be joined with flanges or keyed couplings instead of joints indicated.

D. Flanges, keyed couplings, and special fittings may be used on aboveground piping.

E. Potable Water-Service Piping and Fire Protection Piping: Use the following:

1. 4 to 8-Inch NPS: Ductile-iron, mechanical-joint pipe; ductile-iron, mechanical-joint fittings; and mechanical joints meeting City of Griffin specifications.
2. 2-Inch NPS: AWWA SDR 21; PVC plastic with solvent fittings, fitting at 2" G.V. to be threaded/solvent fitting.

F. 2" Water Main Abandonment:

1. Permanently cap old 2" mains at connection to larger main. ***See detail for means to cap. Method is to be recorded on record drawings and photographed for the City of Griffin GIS Department.***
2. Contractor to contact Engineer and City of Griffin representative to photograph and inspect termination.

3.3 VALVE APPLICATIONS

A. Drawings indicate valve types to be used. Where specific valve types are not indicated, the following requirements apply:

1. Underground Valves, 2-Inch NPS and Larger: AWWA, gate valves, nonrising stem, with valve box meeting City of Griffin Specifications.

3.4 JOINT CONSTRUCTION

A. Ductile-Iron Piping, Gasketed Joints: According to AWWA C600 and C111.

B. Ductile-Iron Piping, Gasketed Joints for Fire-Service Piping: According to UL 194 and AWWA C600 and C111

C. Dissimilar Materials Piping Joints: Use adapters compatible with both piping materials, OD, and system working pressure. Refer to "Piping Systems - Common Requirements" Article below for joining piping of dissimilar metals.

D. PVC: glued joints

3.5 PIPING SYSTEMS - COMMON REQUIREMENTS

A. General Locations and Arrangements: Drawings indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated, unless deviations to layout are approved on Coordination Drawings.

B. Install warning tape above all piping.

C. Install components with pressure rating equal to or greater than system operating pressure.

C. Locate groups of pipes parallel to each other, spaced to permit valve servicing.

E. Install fittings for changes in direction and branch connections.

3.6 PIPING INSTALLATION

A. Water-Main Connection: Tap water main with size and in location as indicated according to requirements of water utility.

B. Make connections 6-inch and larger with tapping machine according to the following:

1. Install tapping sleeve and tapping valve according to manufacturer's written instructions.
2. Install tapping sleeve on pipe to be tapped. Position flanged outlet for gate valve.
3. Install gate valve onto tapping sleeve. Comply with AWWA C600. Install valve with stem pointing up and with cast-iron valve box.
4. Use tapping machine compatible with valve and tapping sleeve; cut hole in main. Remove tapping machine and connect water-service piping.
5. ***Contact City of Griffin Water Department to be on-site for observation and take possession of the coupon.***

C. Comply with NFPA 24 for fire-protection water-service piping materials and installation.

D. Install ductile-iron piping according to AWWA C600.

E. Install AWWA PVC plastic pipe according to AWWA M23 and ASTM F 645.

F. Bury piping 6” and larger with depth of cover over top at least 48 inches unless directed by Engineer before placement.

G. All mechanical joint bends are to be restrained using concrete blocking and Megalug Series 1100 Mechanical Joint Restraints or equal.

3.7 ANCHORAGE INSTALLATION

A. Install anchorages for tees, plugs and caps, bends, crosses, valves, and hydrant branches. Include anchorages for the following piping systems:

1. Gasketed-Joint, Ductile-Iron, Potable-Water Piping: According to AWWA C600.

B. Apply full coat of asphalt or other acceptable corrosion-retarding material to surfaces of installed ferrous anchorage devices.

3.8 VALVE INSTALLATION

A. General Application: Use mechanical-joint-end valves for 4" NPS and larger underground installation. Use bronze corporation stops and valves, with ends compatible with piping, for 1-inch NPS and smaller installation.

B. AWWA-Type Gate Valves: Comply with AWWA C600. Install underground valves with stem pointing up and with cast-iron valve box.

3.9 IDENTIFICATION INSTALLATION

A. Install continuous plastic underground warning tape during back-filling of trench for underground water-service piping. Locate 16 inches below finished grade, directly over piping.

B. Install detector wire wrapped around PVC pipe.

3.10 FIELD QUALITY CONTROL

A. Piping Tests:

1. Conduct piping tests before joints are covered and after thrust blocks have hardened sufficiently. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.
2. All lines designed to operate under pressure shall be successfully tested. Tests of installed piping shall consist of leakage and disinfection tests.
3. All piping to be tested must satisfactorily comply with the pressure tests before being eligible for acceptance.
4. Tests shall be conducted in accordance with AWWA Standard C-600 except as otherwise herein specified.

B. Hydrostatic Tests:

1. After all piping has been placed; the contractor in the presence of a City Inspector shall test each pipe run. Tests shall be continued until all leaks have been made tight to the satisfaction of the Inspector. The contractor shall furnish all necessary meters, pumps, gauges, bulkheads and other materials and appliances necessary to

conduct the required tests. Every precaution must be taken to valve-off or otherwise protect control equipment in or attached to the pipeline to prevent damage or injury thereto.

2. Before applying the specified test pressure, all air shall be expelled from the pipe. If hydrants, blow-offs or air release valves are not available at the high places, the contractor shall make the necessary taps at points of highest elevation before the test is made and insert plugs after the test has been completed.
3. Prior to the pressure test, pipe laid in trenches shall be adequately backfilled to secure the pipe during the test. Any observed leakage shall require corrective measures to pipe lines and/or joints as to the satisfaction of the Inspector.
4. The City will furnish the necessary water for testing and disinfection of the lines. However, any water lost through breakage of lines, or unnecessary or excessive flushing of lines, will be charged to the contractor at the current residential rate. All lines shall be tested to a pressure of 200 psi for a minimum time of two (2) hours. Test pressure shall not vary by more than ± 5 psi for the duration of the test. This may require periodic pumping, in which case the added water will be counted as part of the leakage. Lines shall be tested in sections between the valves. Allowable leakage amounts are found in the table below:

Allowable Leakage Table (gph/1,000 ft. of pipeline*)

Pipe Diameter (inches)	2	4	6	8	12
Maximum Leakage	0.21	0.43	0.64	0.85	1.28

If the pipeline under test contains sections of various diameters, the allowable leakage will be the sum of the computed leakage of each size.

5. Any section of the line not meeting the above test shall have the leaks found and corrected at once and re-tested until the leakage falls within the allowable limits. Leakage testing must be witnessed and approved by the City.

C. Coordinate with the City of Griffin Water & Wastewater Department for any other required testing prior to approval.

D. Prepare reports for testing activities.

3.11 CLEANING

A. After leakage testing and all necessary repairs have been made, the lines shall be flushed clean and then disinfected in accordance with AWWA Standard For Disinfecting Water Mains, C651-92, subject to the following special conditions:

1. The method of disinfection shall be the Continuous – Feed Method in accordance with AWWA C651-92, Section 5.2. The potable water shall be chlorinated so after at 24-hour holding period in the main, there will be a free chlorine residual of not less than 10 mg/L.
2. The form of chlorine may be either: a one (1) percent solution made from either sodium hypochlorite or calcium hypochlorite. The chlorine shall be pumped and metered into the pipeline. Water must be flowing during the feeding operation and the injection point must be located so the flow of water will disperse the chlorine throughout the pipeline.
3. The contractor has the option of discharging the highly chlorinated water flushed from the pipeline to the existing sewers (if available) or dechlorinating prior to discharge.
4. After 24 hours, the line shall be flushed until the chlorine content is not more than two (2) parts per million, and samples taken at various points along the line. The contractor shall deliver the samples to an independent laboratory for analysis. The laboratory must be pre-approved by the owner and hold appropriate certification from Georgia Environmental Protection Division.
5. The City must witness all flushing, disinfection, sampling and dechlorination work. The contractor shall outline his planned procedures for these tasks and obtain approval of the owner before commencing this work.

B. Dechlorination

1. After the disinfection process has been completed and the contractor elects to dechlorinate, the heavily chlorinated water shall be flushed from the main until measurements show that the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the distribution system or is acceptable for domestic use. The area where the chlorinated water is to be discharged shall be inspected. If there is any possibility that the chlorinated discharge will cause damage to the environment, then a neutralizing chemical shall be applied to the water to be wasted to neutralize thoroughly the chlorine residual remaining in the water.

2. The chlorine residual of water being disposed may be neutralized by treating the water with one of the chemicals listed in the table below:

Water Neutralizing Chemicals*

Chemical	Residual Chlorine Concentrations	Sulfur Dioxide (SO2)		Sodium Bisulfate (NaHSO3)		Sodium Sulfite (Na2SO3)		Sodium Thiosulfate (Na2S2O3H2O)	
	(mg/L)	lb	kg	lb	kg	lb	kg	lb	kg
Amounts	1	0.8	0.36	1.2	0.54	1.4	0.64	1.2	0.54
	2	1.7	0.77	2.5	1.13	2.9	1.32	2.4	1.09
	10	8.3	3.76	12.5	5.67	14.6	6.62	12.0	5.44
	50	41.7	18.91	62.6	28.39	73.0	33.11	60.0	27.22

*Amounts of chemicals required to neutralize various residual chlorine concentrations in 100,000 gallons (378.5 m^3) of water.

B. Prepare reports for purging and disinfecting activities.

END OF SECTION 02510

SECTION 02530 – SANITARY SEWERAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes sanitary sewerage outside the building.

1.3 DEFINITIONS

A. PVC: Polyvinyl chloride plastic.

B. DIP: Ductile Iron Pipe.

1.4 PERFORMANCE REQUIREMENTS

A. Gravity-Flow, Nonpressure-Piping Pressure Ratings: At least equal to system test pressure.

1.5 SUBMITTALS

A. Product Data: For the following:

1. Manhole cover inserts (must be City of Griffin covers). See details in Plans.

B. Shop Drawings: Include plans, elevations, details, and attachments for the following:

1. Precast concrete manholes, including frames and covers.
2. Cast-in-place concrete manholes and other structures, including frames and covers.

C. Design Mix Reports and Calculations: For each class of cast-in-place concrete.

D. Field Test Reports: Indicate and interpret test results for compliance with performance requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not store plastic structures, pipe, and fittings in direct sunlight.

B. Protect pipe, pipe fittings, and seals from dirt and damage.

C. Handle precast concrete manholes and other structures according to manufacturer's written rigging instructions.

1.7 PROJECT CONDITIONS

A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.

B. Locate existing structures and piping to be closed and abandoned.

C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer's written permission.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work.

2.2 PIPING MATERIALS

A. Refer to Part 3 "Piping Applications" Article for applications of pipe and fitting materials.

2.3 PIPES AND FITTINGS

A. Ductile-Iron Sewer Pipe: ASTM A 746, for push-on joints – Class 350 meeting City of Griffin Specifications.

1. Cement coated interior with asphaltic exterior coatings.
2. Standard-Pattern, Ductile-Iron Fittings: AWWA C110, ductile or gray iron, for push-on joints. (WYE)
3. Compact-Pattern, Ductile-Iron Fittings: AWWA C153, for push-on joints.
4. Gaskets: AWWA C111, rubber.

B. PVC Sewer Pipe and Fittings: According to the following:

1. PVC Sewer Pipe and Fittings, NPS 8 (DN375) and Smaller: ASTM D 3034, SDR 26, gasketed joints.

   a. Gaskets: ASTM F 477, elastomeric seals.

2. 6” laterals and C.O. to be SDR 26 to right of way.

3. If lateral from right of way to house is to be replaced or relocated, use Schedule 40 PVC matching the size of the existing lateral from the house to the right of way.

2.4 SPECIAL PIPE COUPLINGS AND FITTINGS

A. Sleeve-Type Pipe Couplings: ASTM C 1173, rubber or elastomeric sleeve and band assembly fabricated to mate with OD of pipes to be joined, for nonpressure joints.

1. Sleeve Material for Plastic Pipe: ASTM F 477, elastomeric seal.

2.5 MANHOLES

A. Normal-Traffic Precast Concrete Manholes: ASTM C 478 (ASTM C 478M), precast, reinforced concrete, of depth indicated, with provision for rubber gasketed joints, and meeting City of Griffin Water and Wastewater Department Specifications.

1. Diameter: 48 inches (1200 mm) minimum, unless otherwise indicated.
2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
3. Base Section: 6-inch (150-mm) minimum thickness for floor slab and 4-inch (100-mm) minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
4. Riser Sections: 4-inch (100-mm) minimum thickness, and lengths to provide depth indicated.
5. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
6. Gaskets: ASTM C 443 (ASTM C 443M), rubber.

7. Exterior Joint Seal: The joints and/or joining surfaces of the manholes shall be sealed with a butyl-rubber-based tape. The material shall be EZ-WRAP Rubber as supplied by PRESSSEAL CORPORATION, or approved equal. The butyl component of the tape shall consist of 50% (min.) butyl rubber, shall contain 2% or less volatile matter, and shall be .030" (0.75 mm) thick. The backing component shall be EPDM rubber, and shall be .045" (1.1 mm) thick. A release paper may be utilized. For manholes, the tape width shall be 6" (150 mm) wide. The tape shall be overlapped at least twice its width. The tape shall not be stretched during application. Primer and/or adhesive as recommended by the tape supplier shall be employed for adverse, critical, or other applications. Testing of joints and compliance with construction requirements shall be conducted in strict conformance with the requirements of the sealant supplier.
8. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch (150- to 229-mm) total thickness, that match 24-inch- (610-mm-) diameter frame and cover.
9. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into base, riser, and top section sidewalls with steps at 12- to 16-inch (300- to 400-mm) intervals. Omit steps for manholes less than 60 inches (1500 mm) deep.
10. Steps: ASTM C 478 (ASTM C 478M), individual steps or ladder. Omit steps for manholes less than 60 inches (1500 mm) deep.
11. Pipe Connectors: ASTM C 923 (ASTM C 923M), resilient, of size required, for each pipe connecting to base section.

B. Heavy-Traffic Precast Concrete Manholes: ASTM C 913; designed according to ASTM C 890 for A-16, heavy-traffic, structural loading; of depth, shape, and dimensions indicated, with provision for rubber gasketed joints.

1. Ballast: Increase thickness of one or more precast concrete sections or add concrete to structure, as required to prevent flotation.
2. Gaskets: ASTM C 443 (ASTM C 443M), rubber.
3. Exterior Joint Seal: The joints and/or joining surfaces of the manholes shall be sealed with a butyl-rubber-based tape. The material shall be EZ-WRAP Rubber as supplied by PRESSSEAL CORPORATION, or approved equal. The butyl component of the tape shall consist of 50% (min.) butyl rubber, shall contain 2% or less volatile matter, and shall be .030" (0.75 mm) thick. The backing component shall be EPDM rubber, and shall be .045" (1.1 mm) thick. A release paper may be utilized. For manholes, the tape width shall be 6" (150 mm) wide. The tape shall be overlapped at least twice its width. The tape shall not be stretched during application. Primer and/or adhesive as recommended by the tape supplier shall be employed for adverse, critical, or other applications. Testing of joints and compliance with construction requirements shall be conducted in strict conformance with the requirements of the sealant supplier.

4. Grade Rings: Include two or three reinforced-concrete rings, of 6- to 9-inch (150- to 229-mm) total thickness, that match 24-inch- (610-mm-) diameter frame and cover.
5. Steps: Fiberglass, individual steps or ladder. Include width that allows worker to place both feet on one step and is designed to prevent lateral slippage off step. Cast or anchor into base, riser, and top section sidewalls with steps at 12- to 16-inch (300- to 400-mm) intervals. Omit steps for manholes less than 60 inches (1500 mm) deep.
6. Steps: Manufactured from deformed, 1/2-inch (13-mm) steel reinforcement rod complying with ASTM A 615/A 615M and encased in polypropylene complying with ASTM D 4101. Include pattern designed to prevent lateral slippage off step. Cast or anchor into sidewalls with steps at 12- to 16-inch (300- to 400-mm) intervals. Omit steps for manholes less than 60 inches (1500 mm) deep.
7. Pipe Connectors: ASTM C 923 (ASTM C 923M), resilient, of size required, for each pipe connecting to base section.
8.

C. Cast-in-Place Concrete Manholes: (NOT USED)

D. Manhole Frames and Covers: City of Griffin Standard (see plan detail) manufactured by East Jordan Iron Works, East Jordan, MI – revised March 2007: product number 00104657, catalog number 1045ZPT 1040APT.

1. Manhole covers in lawns/non-street areas must be bolt down.

2.6 CONCRETE

A. General: Cast-in-place concrete according to ACI 318, ACI 350R, and the following:

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Portland Cement Design Mix: 4000 psi (27.6 MPa) minimum, with 0.45 maximum water-cementitious materials ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 (Grade 400), deformed steel.

C. Structure Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi (27.6 MPa) minimum, with 0.45 maximum water-cementitious materials ratio. Include channels and benches in manholes.

1. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.

    a. Invert Slope: 0.20’ through manhole with 90° to 135° angle.
    b. Invert Slope: 0.10’ through manhole with 135° to 185° (straight).

2. Benches: Concrete, sloped to drain into channel.

    a. Slope: 8 percent.

D. Ballast and Pipe Supports: Portland cement design mix, 3000 psi (20.7 MPa) minimum, with 0.58 maximum water-cementitious materials ratio.

1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60 (Grade 400), deformed steel.

2.7 CLEANOUTS

A. PVC Cleanouts: PVC body with PVC threaded plug – 6” minimum. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping. Locate at easement.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavating, trenching, and backfilling are specified in Division 2 Section "Earthwork."

3.2 IDENTIFICATION

A. Materials and their installation are specified in Division 2 Section "Earthwork." Arrange for installing green warning tapes directly over piping and at outside edges of underground structures.

1. Use detectable warning tape over all laterals and lines 6 inches or less.
2. Wrap 6 inches or less pipe with detector wire (PVC laterals).

3.3 PIPING APPLICATIONS

A. General: Include watertight joints.

B. Refer to Part 2 of this Section for detailed specifications for pipe and fitting products listed below. Use pipe, fittings, and joining methods according to applications indicated.

C. Gravity-Flow Piping: Use the following:

1. NPS 8 (DN200 and DN250): Ductile-iron sewer pipe; standard-pattern, ductile-iron fittings; gaskets; and gasketed joints as indicated on plans.
2. NPS 6 - 8 (DN200 and DN250): PVC sewer pipe SDR 26 and fittings, gaskets and gasketed joints, if indicated on plans.

3.4 SPECIAL PIPE COUPLING AND FITTING APPLICATIONS

A. Special Pipe Couplings: Use where required to join piping and no other appropriate method is specified. Do not use instead of specified joining methods.

1. Use the following pipe couplings for nonpressure applications:

a. Sleeve type to join piping, of same size, or with small difference in OD.
b. Increaser/reducer-pattern, sleeve type to join piping of different sizes.
c. Bushing type to join piping of different sizes where annular space between smaller piping's OD and larger piping's ID permits installation.

3.5 INSTALLATION, GENERAL

A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground sanitary sewerage piping. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical.

B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements. Maintain swab or drag in line, and pull past each joint as it is completed.

C. Use manholes for changes in direction, unless fittings are indicated. Use fittings for branch connections, unless direct tap into existing sewer is indicated.

D. Use proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.

E. Install gravity-flow piping and connect to building's sanitary drains, of sizes and in locations indicated. Terminate piping as indicated.

1. Install piping pitched down in direction of flow at slopes indicated.

F. Tunneling: Install pipe under streets or other obstructions that cannot be disturbed by tunneling, jacking, or a combination of both.

3.6 PIPE JOINT CONSTRUCTION AND INSTALLATION

A. General: Join and install pipe and fittings according to installations indicated.

B. Ductile-Iron Sewer Pipe with Ductile-Iron Fittings: According to AWWA C600.

1. Install PE film, pipe encasement over ductile-iron sewer pipe and ductile-iron fittings according to ASTM A 674 or AWWA C105.

C. PVC Sewer Pipe and Fittings: As follows:

1. Join pipe and gasketed fittings with gaskets according to ASTM D 2321.
2. Join profile sewer pipe fittings with gaskets according to ASTM D 2321 and manufacturer's written instructions.
3. Install according to ASTM D 2321.

D. Install with top surfaces of components, except piping, flush with finished surface.

3.7 MANHOLE INSTALLATION

A. General: Install manholes, complete with appurtenances and accessories indicated.

B. Form continuous concrete channels and benches between inlets and outlet.

C. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches (76 mm) above finished surface elsewhere, unless otherwise indicated.

D. Install precast concrete manhole sections with gaskets according to ASTM C 891.

E. Install exterior joint mastic band.

3.8 CONCRETE PLACEMENT

A. Place cast-in-place concrete according to ACI 318 and ACI 350R.

3.9 CLEANOUT INSTALLATION

A. Install cleanouts and riser extension from sewer pipe to cleanout at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts. Use SDR 26 PVC for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe – minimum size 6".

B. Set cleanout frames and covers in earth in cast-in-place concrete block, 18 by 18 by 12 inches (450 by 450 by 300 mm) deep. Set with tops 1 inch (25 mm) above surrounding grade.

C. Set cleanout frames and covers in concrete pavement with tops flush with pavement surface.

D. Set cleanouts at easement limits on outfalls or at limit of right-of-way.

3.10 TAP CONNECTIONS

A. Make connections to existing piping and underground structures so finished Work complies as nearly as practical with requirements specified for new Work and meets the City of Griffin Water and Wastewater Department specifications.

B. Use commercially manufactured wye fittings for piping branch connections. Remove section of existing pipe; install wye fitting into existing piping; and encase entire wye fitting, plus 6-inch (150-mm) overlap, with not less than 6 inches (150 mm) of concrete with 28-day compressive strength of 3000 psi (20.7 MPa).

C. Protect existing piping and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.11 FIELD QUALITY CONTROL

A. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.

1. Place plug in end of incomplete piping at end of day and when work stops.
2. Flush piping between manholes and other structures to remove collected debris, if required by authorities having jurisdiction.

B. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches (600 mm) of backfill is in place, and again at completion of Project.

1. Submit separate reports for each system inspection.
2. Defects requiring correction include the following:

    a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    b. Deflection: Flexible piping with deflection that prevents passage of a mandril of size not less than 92.5 percent of piping diameter or that meets the City of Griffin Water and Wastewater Department specifications.
    c. Crushed, broken, cracked, or otherwise damaged piping.
    d. Infiltration: Water leakage into piping.
    e. Exfiltration: Water leakage from or around piping.

3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
4. Reinspect and repeat procedure until results are satisfactory.

C. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.

3.12 REQUIRED TESTING

A. Mandrel Test for Gravity Sanitary Sewer PVC Pipe. The procedure for testing PVC sanitary sewer pipe for maximum allowable deflection shall be generally as follows (see ASTM specs for mandrel dimensions and more detail):

1. Completely flush the line making sure the pipe is clean of any mud or trash that would hinder the passage of the mandrel. During the final flushing of the line, attach a floating block or ball to the end of the mandrel pull rope and float the rope through the line (a nylon ski rope is recommended). After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe. Connect a second rope to the back of the mandrel. This will enable the mandrel to be retrieved if excessive deflection is encountered. Draw the mandrel through the sanitary sewer line. An increasing resistance to pull is an indication of excessive deflection. If this occurs mark the rope to note the location. Televise the sanitary sewer section to identify the extent of the problem and develop a plan, subject to City approval, for correcting the problem. A retest shall then be undertaken.

B. Air Pressure Test. The contractor, to check for leaks, shall conduct a low-pressure test of each gravity sanitary sewer line section. The following general procedures will apply (also refer to ASTM specs):

1. Temporarily plug the line segment between two (2) manholes using plugs with airtight fittings through which low-pressure air can be introduced into the pipe segment being tested. Introduce low-pressure air into the test pipe segment until the internal air pressure reaches 4.5 psig above ground water pressure, if any. Wait at least five (5) minutes for air temperature in the test segment to stabilize while internal air pressure remains at least 3.5 psig above ground water pressure. Bleed internal air pressure to exactly 3.5 psig above ground water pressure. Accurately determine the elapsed time for the internal pressure to drop to 2.5 psig above ground water pressure. The air test is acceptable is elapsed time is no less than shown in the table below.
2. Excessive leakage shall be permanently corrected and the test repeated until the developer's professional witnesses a successful test on each line segment.
3. Upon request, the City may allow substitution of an exfiltration test in lieu of the air pressure test. If used, the exfiltration test shall be conducted with a minimum water head of two (2) feet above the groundwater table and the allowable exfiltration shall be limited to 50 gallons per day per inch diameter of pipe per mile of pipe.

AIR PRESSURE TEST MAXIMUM ACCEPTABLE LIMITS

Pipe Diameter (inches)	Seconds Per 100 ft. of Pipe
8	23

C. Television Inspection

1. Sewer mains are to be television inspected under flow conditions to verify accuracy of slope, alignment displacement of gaskets and cleanliness of the pipe. Two copies of the video inspection are to be submitted to the City of Griffin and must include a written log report of the testing sequence and conditions.

D. Vacuum Testing Manholes

1. Manholes shall be tested before the ring and cover and grade adjustment rings are installed, and after backfill and compaction is complete.
2. Conduct tests in conformance with ASTM C1244 and these specifications.
3. Preparation for tests:
   a. All lift holes, joints and other imperfections shall be filled with an approved non-shrink grout, to provide a smooth finish appearance.
   b. All pipes entering the manhole shall be temporarily plugged, taking care to securely brace the pipes and plugs to prevent them from being drawn into the manholes.

4. Test Procedures:
   a. The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendation.
   b. A vacuum of 10-inches mercury shall be drawn in the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off.
   c. The time shall be measured for the vacuum drop to 9-inches mercury.
   d. The manhole shall pass if the time for the vacuum reading to drop from 10-inches mercury to 9-inches mercury meets or exceeds the values indicated in the following table:

MAXIMUM TEST TIMES FOR VARIOUS MANHOLE DIAMETERS

Depth	Diameter (inches)		
	48	60	72
	Time (seconds)		
8	20	26	33
10	25	33	41
12	30	39	49
14	35	46	57

E. Do not enclose, cover, or put into service before inspection and approval.

F. Schedule tests and inspections with at least 24 hours' advance notice to City of Griffin personnel.

G. Submit separate reports for each test.

H. Leaks and loss in test pressure constitute defects that must be repaired.

I. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.13 SEPTIC TANK ABANDONMENT – Not Applicable

END OF SECTION 02530

SECTION 02741 - HOT-MIX ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Hot-mix asphalt paving.
2. Pavement-marking paint.

B. Related Sections include the following:

1. Division 2 Section "Earthwork" for aggregate subbase and base courses and for aggregate pavement shoulders.

1.3 DEFINITIONS

A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

B. DOT: Department of Transportation.
GDOT: Georgia Department of Transportation

C. GSP: Georgia Sampling Procedure

1.4 SYSTEM DESCRIPTION

A. Provide hot-mix asphalt paving according to materials, workmanship, and other applicable requirements of standard specifications of state or local DOT.

1. Standard Specification: Sections 100, 110 400 and 828 (Special Provision Sections 400 and 828 for SuperPave, April, 1999) of the Department of Transportation, State of Georgia Standard Specification, Construction of Roads and Bridges, 1993 edition.
2. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.

B. Job-Mix Designs: For each job mix proposed for the Work.

C. Shop Drawings: Indicate pavement markings, lane separations, and defined parking spaces. Indicate, with international graphics symbol, spaces dedicated to people with disabilities.

D. Samples: For each paving fabric, 12 by 12 inches (300 by 300 mm) minimum.

E. Qualification Data: For manufacturer.

F. Material Test Reports: For each paving material.

G. Material Certificates: For each paving material, signed by manufacturers.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer.

1. Manufacturer shall be a paving-mix manufacturer registered with the DOT of the state in which Project is located.

B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated, as documented according to ASTM E 548.

C. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.

D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:

1. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
2. Review condition of subgrade and preparatory work.

3. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
4. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.

B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:

1. Prime and Tack Coats: Minimum surface temperature of 60 deg F (15.5 deg C).
2. Slurry Coat: Comply with weather limitations of ASTM D 3910.
3. Asphalt Base Course: Minimum surface temperature of 40 deg F (4 deg C) and rising at time of placement.
4. Asphalt Surface Course: Minimum surface temperature of 60 deg F (15.5 deg C) at time of placement.

B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F (4 deg C) for oil-based materials, 50 deg F (10 deg C) for water-based materials, and not exceeding 95 deg F (35 deg C).

PART 2 - PRODUCTS

2.1 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations.

B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel, or properly cured, crushed blast-furnace slag.

C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, properly cured blast-furnace slag, or combinations thereof.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

D. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

A. Asphalt Binder: AASHTO MP 1, PG 64-22.

B. Asphalt Cement: ASTM D 3381 for viscosity-graded material (FOR ac-30).

C. Prime Coat: ASTM D 2027, medium-curing cutback asphalt, MC-70.

D. Tack Coat: ASTM D 3381 (AC 20, 30) or ASTM D 997 (SS-1 or CSS-1H).

E. Water: Potable.

2.3 AUXILIARY MATERIALS

A. Herbicide: Commercial chemical for weed control, registered by the EPA. Provide in granular, liquid, or wettable powder form.

B. Sand: ASTM D 1073, Grade Nos. 2 or 3.

C. Paving Geotextile: AASHTO M 288, nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.

D. Joint Sealant: ASTM D 3405, hot-applied, single-component, polymer-modified bituminous sealant.

E. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than 3 minutes.

1. Color: White for parking stripes; as indicated for any H/C related painting.

2.4 MIXES

A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Base Course: 19mm Superpave (not required).
3. Surface Course: 12.5mm or 9.5mm Superpave Level A.
   a. The mix design for all work within the right of way shall be approved by GDOT specifications.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.

B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.

C. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd. (0.7 to 2.3 L/sq. m). Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure for 72 hours minimum.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.

D. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd. (0.2 to 0.7 L/sq. m).

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
3. Apply to asphalt surface between layers if surface is older than 72 hours

3.2 HOT-MIX ASPHALT PLACING

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
2. Place hot-mix asphalt surface course in single lift.
3. Spread mix at minimum temperature of 250 deg F (121 deg C).
4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet (3 m) wide unless infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.3 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches (150 mm).
3. Offset transverse joints, in successive courses, a minimum of 24 inches (600 mm).
4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."

5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.4 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Mat Density: 94 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 92 percent nor greater than 96 percent (4 – 8 percent air).
2. Average Joint Density: 92 percent of reference maximum theoretical density according to ASTM D 2041 but not less than 90 percent nor greater than 96 percent (4 – 10 percent air).

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.5 INSTALLATION TOLERANCES

A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch (13 mm).
2. Surface Course: Plus 1/4 inch (6 mm), no minus.

B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot (3-m) straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch (6 mm).
2. Surface Course: 1/8 inch (3 mm).
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch (6 mm).

C. Surface Texture: Final surface texture shall be uniform in appearance, free of segregation zones in mat and joint. Owner, Engineer and Contractor shall inspect texture following construction of test strip and/or first day's placement.

3.6 ASPHALT CURBS *(NOT SPECIFIED ON PLANS)*

A. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust. Spread mix at minimum temperature of 250 deg F (121 deg C).

1. Asphalt Mix: Same as pavement surface-course mix.

B. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

3.7 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.

B. Allow paving to age for 30 days before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).

1. Broadcast glass spheres uniformly into wet pavement markings at a rate of 6 lb/gal. (0.72 kg/L).

3.8 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and to prepare test reports.

1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.

B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to GADOT (GSP-15).

1. Reference laboratory density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 1559, and compacted according to job-mix specifications.
2. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
3. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.

a. One core sample will be taken for every 1000 sq. yd. (1672 sq. m) or less of installed pavement, with no fewer than 3 cores taken.
b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
c. A distribution of 2/3 mat and 1/3 joint locations shall be sampled and measured.

F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.9 DISPOSAL

A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow excavated materials to accumulate on-site.

END OF SECTION 02741

SECTION 02751 - CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes exterior cement concrete pavement for the following:

1. Culvert repair

B. Related Sections include the following:

1. Division 2 Section "Earthwork" for subgrade preparation, grading, and subbase course.
2. Division 2 Section "Pavement Joint Sealants" for joint sealants within concrete pavement and at isolation joints of concrete pavement with adjacent construction.
3. Division 3 Section "Cast-in-Place Concrete" for general building applications of concrete.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.4 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

C. Samples: 10-lb sample of exposed aggregate.

D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

E. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:

1. Cementitious materials and aggregates.
2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or adhesive.
8. Joint fillers.

F. Minutes of preinstallation conference.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

1. Manufacturer must be certified according to the National Ready Mix Concrete Association's Plant Certification Program.

C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.

E. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.

F. Concrete Testing Service: The City of Griffin will engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

G. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1. Before submitting design mixes, review concrete pavement mix design and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with concrete pavement to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixes.
c. Ready-mix concrete producer.
d. Concrete subcontractor.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets (16 ga).

2.3 CONCRETE MATERIALS

A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the Project.

B. Portland Cement: ASTM C 150, Type I or II.

1. Fly Ash: ASTM C 618, Class F or C.
2. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.

C. Blended Hydraulic Cement: ASTM C 595M, Type IS, portland blast-furnace slag cement.

D. Blended Hydraulic Cement: ASTM C 595M, Type IP portland pozzolan cement.

E. Blended Hydraulic Cement: ASTM C 595M, Type I (PM) pozzolan-modified portland cement.

F. Blended Hydraulic Cement: ASTM C 595M, Type I (SM) slag-modified portland cement.

G. Aggregate: ASTM C 33, uniformly graded, from a single source, with coarse aggregate as follows:

1. Class: 4S.
2. Class: 4M.
3. Class: 1N.
4. Maximum Aggregate Size: 3/4 inch nominal.
5. Do not use fine or coarse aggregates containing substances that cause spalling.

H. Water: ASTM C 94.

2.4 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures.

B. Air-Entraining Admixture: ASTM C 260.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.

2.5 CONCRETE MIXES

A. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.

1. Do not use Owner's field quality-control testing agency as the independent testing agency.

C. Proportion mixes to provide concrete with the following properties:

1. Compressive Strength (28 Days): 4000 psi.
2. Maximum Water-Cementitious Materials Ratio: 0.45.
3. Slump Limit: 4 inches.

a. Slump Limit for Concrete Containing High-Range Water-Reducing Admixture: Not more than 8 inches after adding admixture to plant- or site-verified, 2- to 3-inch slump.

D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Ground Granulated Blast-Furnace Slag: 50 percent.
4. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.

2.6 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements and with ASTM C 94 and ASTM C 1116.

1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Work concrete in invert void to match existing pipe invert.

3.3 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS

A. General: Construction joints are not needed in invert concrete.

3.5 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. Remove snow, ice, or frost from subbase surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finish elevation and alignment.

D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery, at Project site, or during placement.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

H. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.

1. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer, or use bonding agent if approved by Engineer.

I. Screed pavement surfaces with a straightedge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.

J. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

K. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.

1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of paver machine during operations.

L. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.

M. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

N. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.6 CONCRETE FINISHING

A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operations is prohibited.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.

1. Curb and gutter to have light broom finish.
2. Driveways to have finish

3.7 CONCRETE PROTECTION AND CURING

A. General: Continue bypass pumping process until end of liner concrete placement.

3.8 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Varies due to invert base.
3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.

3.9 FIELD QUALITY CONTROL

B. Testing Agency: Owner will engage a qualified testing and inspection agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article.

C. Testing Services: Testing shall be performed according to the following requirements:

1. Sampling Fresh Concrete: Representative samples of fresh concrete shall be obtained according to ASTM C 172, except modified for slump to comply with ASTM C 94.
2. Slump: ASTM C 143; one test at point of placement for each compressive-strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
3. Air Content: ASTM C 231, pressure method; one test for each compressive-strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each set of compressive-strength specimens.
5. Compression Test Specimens: ASTM C 31/C 31M; one set of four standard cylinders for each compressive-strength test, unless otherwise indicated. Cylinders shall be molded and stored for laboratory-cured test specimens unless field-cured test specimens are required.
6. Compressive-Strength Tests: ASTM C 39; one set for each day's pour of each concrete class exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. One specimen shall be tested at 7 days and two specimens at 28 days; one specimen shall be retained in reserve for later testing if required.
7. When frequency of testing will provide fewer than five compressive-strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
8. When total quantity of a given class of concrete is less than 50 cu. yd., Engineer may waive compressive-strength testing if adequate evidence of satisfactory strength is provided.
9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, current operations shall be evaluated and corrective procedures shall be provided for protecting and curing in-place concrete.
10. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive compressive-strength test results equal or exceed specified compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi.

D. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as the sole basis for approval or rejection.

F. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Engineer. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.10 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.

B. Drill test cores where directed by Engineer when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 02751

SECTION 02930 - LAWNS AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Fine grading and preparing lawn areas.
2. Furnishing and applying new topsoil.
3. Furnishing and applying soil amendments.
4. Furnishing and applying fertilizers.
5. Seeding new lawns.
6. Replanting unsatisfactory or damaged lawns.
7. Watering during drought conditions.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 2 Section "Earthwork" for excavation, filling, rough grading, and subsurface aggregate drainage and drainage backfill.

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product data for the following:

1. Fertilizers.
2. Seeds.

C. Certification of grass seed from seed vendor for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

1. Certification of each seed mixture for sod, identifying sod source, including name and telephone number of supplier.

D. Certification by product manufacturer that the following products supplied comply with requirements:

1. Limestone.
2. Fertilizers.

E. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and address of Engineers and owners, and other information specified.

F. Material test reports from qualified independent testing agency indicating and interpreting test results relative to compliance of the following materials with requirements indicated.

1. Analysis of existing surface soil.

G. Planting schedule indicating anticipated dates and locations for each type of planting.

H. Maintenance instructions recommending procedures to be established by Owner for maintenance of landscaping during an entire year. Submit before expiration of required maintenance periods.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful grass establishment.

1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that grass planting is in progress.

B. Testing Agency Qualifications: To qualify for acceptance, an independent testing agency must demonstrate to Engineer's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.

C. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings."

1.5 DELIVERY, STORAGE, AND HANDLING

A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

1.6 COORDINATION AND SCHEDULING

A. Planting Season: Sow lawn seed and install sod during normal planting seasons for type of lawn work required. Correlate planting with specified maintenance periods to provide required maintenance from date of Substantial Completion. Planting should follow schedule as shown on plans.

B. Weather Limitations: Proceed with planting only when existing and forecast weather conditions are suitable for work.

1.7 MAINTENANCE

A. Begin maintenance of lawns immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:

1. Permanent Seeding: 14 days after date of Substantial Completion if season allows.
2. Temporary Seeding: Immediately following completion of construction up to permanent seeding establishment.

    a. **When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established at that time, continue maintenance during next planting season.**

B. Maintain and establish lawns by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.

1. Replant bare areas with same materials specified for lawns.
2. Add new mulch in areas where mulch has been disturbed by wind or maintenance operations sufficiently to nullify its purpose. Anchor as required to prevent displacement.

C. Watering of lawns and road shoulders to enhance establishment of vegetation may have to be implemented and an allowance should be made for this task.

PART 2 - PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.

1. Seed Mixture: Provide seed of grass species and varieties, proportions by weight, and minimum percentages of purity, germination, and maximum percentage of weed seed as indicated on plans.

2.2 TOPSOIL

A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, 4 percent organic material minimum, free of stones 0.5 inch or larger in any dimension, and other extraneous materials harmful to plant growth.

1. Topsoil Source: Reuse surface soil stockpiled on the site. Verify suitability of surface soil to produce topsoil meeting requirements and amend when necessary. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

2.3 SOIL AMENDMENTS

A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 sieve and a minimum 75 percent passing a No. 60 sieve.

1. Provide lime in the form of dolomitic limestone.

B. Sand: Clean, washed, natural or manufactured sand, free of toxic materials.

C. Peat Humus: Finely divided or granular texture, with a pH range of 6 to 7.5, composed of partially decomposed moss peat (other than sphagnum), peat humus, or reed-sedge peat.

D. Sawdust or Ground-Bark Humus: Decomposed, nitrogen-treated, of uniform texture, free of chips, stones, sticks, soil, or toxic materials.

1. When site treated, mix with at least 0.15 lb of ammonium nitrate or 0.25 lb of ammonium sulfate per cu. ft. of loose sawdust or ground bark.

E. Manure: Well-rotted, unleached stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

F. Herbicides: EPA registered and approved, of type recommended by manufacturer.

G. Water: Potable or from on-site lakes.

2.4 FERTILIZER

A. Superphosphate: Commercial, phosphate mixture, soluble; minimum of 20 percent available phosphoric acid.

B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the following composition:

1. Composition: 1 lb per 1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

C. Slow-Release Fertilizer: Granular fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

2.5 MULCHES

A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

B. Peat Mulch: Provide peat moss in natural, shredded, or granulated form, of fine texture, with a pH range of 4 to 6 and a water-absorbing capacity of 1100 to 2000 percent.

C. Fiber Mulch: Biodegradable dyed-wood cellulose-fiber mulch, nontoxic, free of plant growth- or germination-inhibitors, with maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

D. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application, nontoxic and free of plant growth- or germination-inhibitors.

2.6 EROSION-CONTROL MATERIALS

A. Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.

B. Fiber Mesh: Biodegradable twisted jute or spun-coir mesh, 0.92 lb per sq. yd. minimum, with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive lawns and grass for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect adjacent and adjoining areas from hydroseed overspraying.

B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 PLANTING SOIL PREPARATION

A. Limit subgrade preparation to areas that will be planted in the immediate future.

B. Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter.

C. Mix soil amendments and fertilizers with topsoil at rates indicated. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days. Either mix soil before spreading or apply soil amendments on surface of spread topsoil and mix thoroughly into top 4 inches of topsoil before planting.

1. A "Planting Soil Amendments Schedule" is included at the end of this Section.
2. Mix lime with dry soil prior to mixing fertilizer.
3. Apply superphosphate fertilizer directly to subgrade before tilling, at the rate indicated.

D. Spread planting soil mixture to depth required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen.

1. Place approximately 1/2 the thickness of planting soil mixture required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil mixture.
2. Allow for sod thickness in areas to be sodded.

E. Preparation of Unchanged Grades: Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare soil as follows:

1. Remove and dispose of existing grass, vegetation, and turf. Do not turn over into soil being prepared for lawns.
2. Till surface soil to a depth of at least 6 inches. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches of soil. Trim high areas and fill in depressions. Till soil to a homogenous mixture of fine texture.
3. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
4. Remove waste material, including grass, vegetation, and turf, and legally dispose of it off the Owner's property.

F. Grade lawn and grass areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1 inch in any dimension, and other objects that may interfere with planting or maintenance operations.

G. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

H. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.4 HYDROSEEDING DISTURBED AREAS

A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogenous slurry suitable for hydraulic application.

1. Mix slurry with nonasphaltic tackifier.
2. Apply slurry uniformly to all areas to be seeded in a 1-step process. Apply mulch at the minimum rate of 1500 lb per acre dry weight but not less than the rate required to obtain specified seed-sowing rate.

3.5 RECONDITIONING LAWNS

A. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of vehicles. Also recondition lawn areas where settlement or washouts occur or where minor regrading is required.

1. Recondition other existing lawn areas.

B. Remove sod and vegetation from diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.

C. Where substantial lawn remains, mow, dethatch, core aerate, and rake. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.

D. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of it off the Owner's property.

E. Till stripped, bare, and compacted areas thoroughly to a depth of 6 inches.

F. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches of soil. Provide new planting soil as required to fill low spots and meet new finish grades.

G. Apply seed and protect with straw mulch as required for new lawns.

H. Apply sod as required for new lawns.

I. Water newly planted areas and keep moist until new grass is established.

3.6 SATISFACTORY LAWN

A. Seeded lawns will be satisfactory provided requirements, including maintenance, have been met and a healthy, uniform, close stand of grass is established, free of weeds, bare spots exceeding 5 by 5 inches, and surface irregularities.

B. Replant lawns that do not meet requirements and continue maintenance until lawns are satisfactory.

C. Grassing of road slopes may have to be watered to achieve timely establishment of vegetation.

3.7 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto surface of roads, walks, or other paved areas.

B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period until lawn is established.

END OF SECTION 02930

SECTION 03300 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies cast-in-place concrete, including reinforcement, concrete materials, mix design, placement procedures, and finishes.

B. Related Sections include the following:

1. Section 312000 "Earth Moving" for drainage fill under slabs-on-grade.

1.3 SUBMITTALS

A. General: In addition to the following, comply with submittal requirements in ACI 301.

B. Product Data: For each type of manufactured material and product indicated.

C. Design Mixes: For each concrete mix.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who has completed concrete work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.

C. Source Limitations: Obtain each type of cement of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.

D. Comply with ACI 301, "Specification for Structural Concrete," including the following, unless modified by the requirements of the Contract Documents.

1. General requirements, including submittals, quality assurance, acceptance of structure, and protection of in-place concrete.
2. Formwork and form accessories.
3. Steel reinforcement and supports.
4. Concrete mixtures.
5. Handling, placing, and constructing concrete.
6. Lightweight concrete.

PART 2 - PRODUCTS

2.1 FORMWORK

A. Furnish formwork and form accessories according to ACI 301.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.

B. Plain-Steel Wire: ASTM A 82, as drawn.

C. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

D. Deformed-Steel Welded Wire Fabric: ASTM A 497, flat sheet.

2.3 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type I.

B. Portland Cement: ASTM C 150, Type II.

C. Portland Cement: ASTM C 150, Types I or II or Type I/II.

D. Normal-Weight Aggregate: ASTM C 33, uniformly graded, not exceeding 1-1/2-inch (38-mm) nominal size.

E. Lightweight Aggregate: ASTM C 330.

F. Water: Potable and complying with ASTM C 94.

G. Synthetic Fiber: Fibrillated or monofilament polypropylene fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.

2.4 ADMIXTURES

A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cement and to be compatible with other admixtures. Do not use admixtures containing calcium chloride.

B. Air-Entraining Admixture: ASTM C 260.

C. Water-Reducing Admixture: ASTM C 494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.

E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.

2.5 RELATED MATERIALS

A. Vapor Retarder: Multi-ply reinforced polyethylene sheet, ASTM E 1745, Class C, not less than 7.8 mils (0.18 mm) thick; or polyethylene sheet, ASTM D 4397, not less than 10 mils (0.25 mm) thick.

B. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448, Size 10, with 100 percent passing a No. 4 (4.75-mm) sieve and 10 to 30 percent passing a No. 100 (0.15-mm) sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.

C. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

2.6 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Solvent-Borne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.7 CONCRETE MIXES

A. Comply with ACI 301 requirements for concrete mixtures.

B. Prepare design mixes, proportioned according to ACI 301, for normal-weight concrete determined by either laboratory trial mix or field test data bases, as follows:

1. Compressive Strength (28 Days): 3000 psi (20.7 MPa).
2. Slump: 4 inches (100 mm).

    a. Slump Limit for Concrete Containing High-Range Water-Reducing Admixture: Not more than 8 inches (200 mm) after adding admixture to plant- or site-verified, 2- to 3-inch (50- to 75-mm) slump.

C. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2.5 to 4.5 percent.

D. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 6.0 percent within a tolerance of plus 1.0 or minus 1.5 percent.

E. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd. (0.60 kg/cu. m).

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with ASTM C 94.

B. Ready-Mixed Concrete: Comply with ASTM C 94 and ASTM C 1116.

1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

C. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least one and one-half minutes, but not more than five minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK

A. Design, construct, erect, shore, brace, and maintain formwork according to ACI 301.

3.2 VAPOR RETARDER

A. Install, protect, and repair vapor-retarder sheets according to ASTM E 1643; place sheets in position with longest dimension parallel with direction of pour.

B. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

1. Cover vapor retarder with fine-graded granular material, moisten, and compact with mechanical equipment to elevation tolerances of plus 0 inch (0 mm) or minus 3/4 inch (19 mm).

3.3 STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.4 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Locate and install so as not to impair strength or appearance of concrete, at locations indicated or as approved by Architect.

C. Isolation Joints: Install joint-filler strips at junctions with slabs-on-grade and vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint fillers full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.

D. Contraction (Control) Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to a radius of 1/8 inch (3 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

3.5 CONCRETE PLACEMENT

A. Comply with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.

B. Do not add water to concrete during delivery, at Project site, or during placement.

C. Consolidate concrete with mechanical vibrating equipment.

3.6 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defective areas repaired and patched, and fins and other projections exceeding 1/4 inch (6 mm) in height rubbed down or chipped off.

1. Apply to concrete surfaces not exposed to public view.

B. 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. Completely remove fins and other projections.

1. Apply to concrete surfaces exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, or painting.
2. Do not apply rubbed finish to smooth-formed finish.
3. Apply the following rubbed finish, defined in ACI 301, to smooth-formed finished concrete.

    a. Smooth-rubbed finish.
    b. Grout-cleaned finish.
    c. Cork-floated finish.

C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.7 FINISHING UNFORMED SURFACES

A. General: Comply with ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. 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 the surface.

1. Do not further disturb surfaces before starting finishing operations.

C. Nonslip Broom Finish: Apply a nonslip broom finish to surfaces indicated and to exterior concrete platforms, steps, and ramps. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.

3.8 TOLERANCES

A. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

3.9 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection, and follow recommendations in ACI 305R for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Begin curing after finishing concrete, but not before free water has disappeared from concrete surface.

D. Curing Methods: Cure formed and unformed concrete for at least seven days by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

2. 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 (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. 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.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Tests will be performed according to ACI 301.

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mix placed each day.

3.11 REPAIRS

A. Remove and replace concrete that does not comply with requirements in this Section.

END OF SECTION 033000

CITY OF GRIFFIN FY2023 CDBG
RUSHTON MILL REDEVELOPMENT AREA PHASE II
CERTIFIED BID RESULTS
MAY 7, 2024

				RDJE, Inc.		Helix Group, Inc.		McLeRoy, Inc.		Crawford Grading & Pipeline, Inc.		Site Engineering, Inc.		F. S. Scarbrough, LLC	
Item	**Description**	**Unit**	**Quantity**	**Unit Price**	**Item Total**	**Unit Price**	**Item Total**	**Unit Price**	**Item Total**	**Unit Price**	**Item Total**	**Unit Price**	**Item Total**	**Unit Price**	**Item Total**
	GENERAL													**NO BID***	
1.	PAYMENT & PERFORMANCE BONDS	LS	1	$28,500.00	$28,500.00	$25,147.00	$25,147.00	$16,587.30	$16,587.30	$20,000.00	$20,000.00	$25,000.00	$25,000.00		
2.	GENERAL CONDITIONS	LS	1	$110,000.00	$110,000.00	$202,413.00	$202,413.00	$116,940.43	$116,940.43	$20,000.00	$20,000.00	$20,000.00	$20,000.00		
3.	CONSTRUCTION STAKING (LAYOUT) BY REGISTERED SURVEYOR	LS	1	$2,000.00	$2,000.00	$8,293.00	$8,293.00	$18,246.03	$18,246.03	$5,000.00	$5,000.00	$10,000.00	$10,000.00		
4.	AS-BUILT SURVEY PLAN (WATER & SANITARY SEWER) BY REGISTERED SURVEYOR	LS	1	$4,250.00	$4,250.00	$3,317.00	$3,317.00	$3,317.45	$3,317.45	$3,000.00	$3,000.00	$25,000.00	$25,000.00		
5.	WATER MAIN CHLORINATION & TESTING COMPLETE PER CITY OF GRIFFIN SPECIFICATIONS	LS	1	$4,987.00	$4,987.00	$27,498.00	$27,498.00	$8,293.65	$8,293.65	$15,000.00	$15,000.00	$10,000.00	$10,000.00		
6.	SANITARY SEWER TESTING COMPLETE PER CITY OF GRIFFIN SPECIFICATIONS	LS	1	$5,778.00	$5,778.00	$12,591.00	$12,591.00	$2,488.10	$2,488.10	$5,000.00	$5,000.00	$4,000.00	$4,000.00		
7.	TRAFFIC CONTROL	LS	1	$12,875.00	$12,875.00	$58,885.00	$58,885.00	$114,696.00	$114,696.00	$1.00	$1.00	$5,000.00	$5,000.00		
				General Subtotal =	***$168,390.00***		***$338,144.00***		***$280,568.96***		***$68,001.00***		***$99,000.00***		
	DEMOLITION/REMOVAL														
8.	4' WIDE TRENCH MILLING (VARIOUS DEPTHS)	SY	2,298	$4.00	$9,192.00	$12.00	$27,576.00	$21.72	$49,912.56	$15.00	$34,470.00	$24.00	$55,152.00		
9.	CONCRETE CURB DEMOLITION INCLUDING SAW CUT & DISPOSAL	LF	60	$38.00	$2,280.00	$36.00	$2,160.00	$28.57	$1,714.20	$50.00	$3,000.00	$20.00	$1,200.00		
10.	SAW CUT ASPHALT OR CONCRETE DRIVEWAY	LF	182	$10.00	$1,820.00	$6.00	$1,092.00	$7.00	$1,274.00	$20.00	$3,640.00	$10.00	$1,820.00		
11.	ASPHALT/CONCRETE DRIVEWAY DEMOLITION INCLUDING OFFSITE DISPOSAL	SF	728	$6.00	$4,368.00	$6.00	$4,368.00	$5.91	$4,302.48	$3.00	$2,184.00	$6.00	$4,368.00		
				Demolition/Removal Subtotal =	***$17,660.00***		***$35,196.00***		***$57,203.24***		***$43,294.00***		***$62,540.00***		
	WATER MAIN														
12.	6" C900 PVC WATER MAIN	LF	5,171	$62.00	$320,602.00	$92.00	$475,732.00	$160.95	$832,272.45	$65.00	$336,115.00	$95.00	$491,245.00		
13.	6" MJ GATE VALVE COMPLETE	EA	17	$1,800.00	$30,600.00	$2,383.00	$40,511.00	$2,722.53	$46,283.01	$1,800.00	$30,600.00	$4,000.00	$68,000.00		
14.	8" x 6" STAINLESS STEEL FULL CIRCLE TAPPING SLEEVE & VALVE, COMPLETE	EA	3	$5,942.00	$17,826.00	$8,659.00	$25,977.00	$6,658.85	$19,976.55	$6,500.00	$19,500.00	$5,000.00	$15,000.00		
15.	6" x 6" MJ TEE COMPLETE WITH RESTRAINTS & CONCRETE BLOCKING	EA	7	$452.00	$3,164.00	$1,162.00	$8,134.00	$2,526.31	$17,684.17	$1,000.00	$7,000.00	$1,000.00	$7,000.00		
16.	6" 90° MJ BEND COMPLETE WITH RESTRAINTS & CONCRETE BLOCKING	EA	1	$307.00	$307.00	$799.00	$799.00	$2,213.34	$2,213.34	$1,000.00	$1,000.00	$900.00	$900.00		
17.	6" 45° MJ BEND COMPLETE WITH RESTRAINTS & CONCRETE BLOCKING	EA	5	$295.00	$1,475.00	$767.00	$3,835.00	$2,163.01	$10,815.05	$1,000.00	$5,000.00	$800.00	$4,000.00		
18.	6" 22.5° MJ BEND COMPLETE WITH RESTRAINTS & CONCRETE BLOCKING	EA	4	$271.00	$1,084.00	$767.00	$3,068.00	$2,143.39	$8,573.56	$1,000.00	$4,000.00	$800.00	$3,200.00		
19.	6" 11.25° MJ BENDCOMPLETE WITH RESTRAINTS & CONCRETE BLOCKING	EA	10	$276.00	$2,760.00	$761.00	$7,610.00	$2,153.21	$21,532.10	$1,000.00	$10,000.00	$800.00	$8,000.00		
20.	6" MJ CAP COMPLETE INCLUDING CONCRETE BLOCKING	EA	1	$141.00	$141.00	$672.00	$672.00	$1,964.70	$1,964.70	$1,000.00	$1,000.00	$1,000.00	$1,000.00		
21.	6" 441 OMNI COUPLING COMPLETE	EA	1	$232.00	$232.00	$637.00	$637.00	$880.04	$880.04	$3,000.00	$3,000.00	$2,000.00	$2,000.00		
22.	CUT, CAP AND ABANDON EXISTING 6" AC WATER MAIN	EA	3	$3,055.00	$9,165.00	$5,227.00	$15,681.00	$1,684.43	$5,053.29	$3,000.00	$9,000.00	$4,000.00	$12,000.00		
23.	CUT, CAP AND ABANDON EXISTING 2" AC WATER MAIN	EA	8	$1,440.00	$11,520.00	$3,601.00	$28,808.00	$1,687.80	$13,502.40	$2,000.00	$16,000.00	$3,000.00	$24,000.00		
24.	SHORT SIDE 3/4" SERVICE RENEWAL COMPLETE TO EXISTING METER (INCLUDING SADDLE TAP, CORP. STOP & SERVICE LINE)	EA	50	$1,026.00	$51,300.00	$1,923.00	$96,150.00	$3,214.78	$160,739.00	$1,600.00	$80,000.00	$1,600.00	$80,000.00		
25.	LONG SIDE 3/4" SERVICE RENEWAL COMPLETE TO EXISTING METER (INCLUDING SADDLE TAP, CORP. STOP, SERVICE LINE & BORE)	EA	24	$2,574.00	$61,776.00	$2,996.00	$71,904.00	$9,306.19	$223,348.56	$2,500.00	$60,000.00	$2,000.00	$48,000.00		
26.	LONG SIDE SERVICES WITH BUMP BORE (ELLIS ROAD)	EA	16	$2,556.00	$40,896.00	$3,040.00	$48,640.00	$6,086.69	$97,387.04	$3,000.00	$48,000.00	$2,400.00	$38,400.00		
27.	WATER SERVICE REPLACEMENT FROM METER TO FRONT OF HOUSE COMPLETE WITH FITTINGS	EA	10	$1,387.00	$13,870.00	$5,215.00	$52,150.00	$3,807.27	$38,072.70	$1,500.00	$15,000.00	$1,500.00	$15,000.00		
28.	FIRE HYDRANT ASSEMBLY COMPLETE (WITH 6" X 6" HYDRANT TEE)	EA	7	$6,554.00	$45,878.00	$7,103.00	$49,721.00	$9,535.99	$66,751.93	$7,000.00	$49,000.00	$12,500.00	$87,500.00		
29.	REMOVE AND STOCKPILE EXISTING FIRE HYDRANT (RETURN TO CITY OF GRIFFIN)	EA	4	$759.00	$3,036.00	$1,533.00	$6,132.00	$1,733.97	$6,935.88	$750.00	$3,000.00	$1,200.00	$4,800.00		
				Water Main Subtotal =	***$615,632.00***		**$936,161.00**		**$1,573,985.77**		**$697,215.00**		**$910,045.00**		
	SANITARY SEWER														
30.	REMOVE EXISTING 8-INCH SANITARY SEWER MAIN COMPLETE, INCLUDING OFF-SITE DISPOSAL	LF	140	$54.00	$7,560.00	$23.00	$3,220.00	$36.19	$5,066.60	$30.00	$4,200.00	$50.00	$7,000.00		
31.	8-INCH PVC SANITARY SEWER MAIN	LF	140	$455.00	$63,700.00	$398.00	$55,720.00	$859.09	$120,272.60	$600.00	$84,000.00	$650.00	$91,000.00		
32.	8-INCH FERNCO STRONG BACK RC 1000 SERIES COUPLINGS OR APPROVED EQUAL	EA	14	$294.00	$4,116.00	$132.00	$1,848.00	$671.08	$9,395.12	$300.00	$4,200.00	$500.00	$7,000.00		

Item	Description	Unit	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
33.	MANHOLE INVERT REBUILD & CONCRETE REMOVAL (ELLIS ROAD)	LS	1	$1,650.00	$1,650.00	$2,962.00	$2,962.00	$9,469.81	$9,469.81	$5,000.00	$5,000.00	$5,000.00	$5,000.00		
34.	SANITARY SEWER LATERAL COMPLETE WITH WYE & 6" CLEANOUT AT EASEMENT/ROW (UP TO 25 LF)	EA	4	$2,440.00	$9,760.00	$6,094.00	$24,376.00	$4,532.90	$18,131.60	$4,000.00	$16,000.00	$10,000.00	$40,000.00		
35.	ADDITIONAL LINEAR FOOTAGE OF SANITARY SEWER LATERAL	LF	10	$194.00	$1,940.00	$199.00	$1,990.00	$88.24	$882.40	$200.00	$2,000.00	$200.00	$2,000.00		
36.	SANITARY SEWER MANHOLE RISER RINGS	EA	16	$1,144.00	$18,304.00	$763.00	$12,208.00	$1,234.87	$19,757.92	$1,500.00	$24,000.00	$1,500.00	$24,000.00		
				Sanitary Sewer Subtotal =	***$107,030.00***		**$102,324.00**		**$182,976.05**		**$139,400.00**		**$176,000.00**		
	PAVEMENT														
37.	CONCRETE PAVEMENT PATCH (PER DETAIL)	SY	2,298	$73.00	$167,754.00	$126.00	$289,548.00	$65.29	$150,036.42	$75.00	$172,350.00	$60.00	$137,880.00		
38.	1.5" 9.5MM SUPERPAVE ASPHALT OVERLAY	SY	11,400	$18.00	$205,200.00	$16.00	$182,400.00	$14.44	$164,616.00	$17.00	$193,800.00	$30.00	$342,000.00		
39.	ASPHALT MILLING (1.5" DEPTH)	SY	11,400	$5.00	$57,000.00	$5.00	$57,000.00	$4.78	$54,492.00	$5.00	$57,000.00	$30.00	$342,000.00		
40.	THERMOPLASTIC, 5-INCH TRAFFIC STRIPE, DOUBLE YELLOW	LF	3,976	$3.00	$11,928.00	$2.00	$7,952.00	$2.55	$10,138.80	$5.00	$19,880.00	$8.00	$31,808.00		
41.	THERMOPLASTIC, 24-INCH STOP BAR, WHITE	LF	144	$14.00	$2,016.00	$8.00	$1,152.00	$12.74	$1,834.56	$20.00	$2,880.00	$50.00	$7,200.00		
42.	CONCRETE PATCH FOR ASPHALT OR CONCRETE DRIVEWAY	SF	728	$11.00	$8,008.00	$9.00	$6,552.00	$10.20	$7,425.60	$15.00	$10,920.00	$12.00	$8,736.00		
43.	CONCRETE STREET CUT REPAIR WITH BLACK DYE	SF	3,910	$10.00	$39,100.00	$18.00	$70,380.00	$15.92	$62,247.20	$20.00	$78,200.00	$15.00	$58,650.00		
				Pavement Subtotal =	***$491,006.00***		**$614,984.00**		**$450,790.58**		**$535,030.00**		**$928,274.00**		
	EROSION CONTROL														
44.	WATER SERVICE REPLACEMENT EROSION CONTROL INCLUDING PERMANENT GRASSING & MULCH	EA	10	$165.00	$1,650.00	$735.00	$7,350.00	$42.27	$422.70	$500.00	$5,000.00	$500.00	$5,000.00		
45.	EROSION CONTROL SD2 - INLET PROTECTION - SOCK TYPE	EA	8	$233.00	$1,864.00	$314.00	$2,512.00	$318.60	$2,548.80	$400.00	$3,200.00	$500.00	$4,000.00		
46.	EROSION CONTROL SD1 - TYPE B COMPOST FILTER SOCK	EA	74	$208.00	$15,392.00	$160.00	$11,840.00	$318.60	$23,576.40	$200.00	$14,800.00	$400.00	$29,600.00		
47.	SEWER LATERAL RENEWAL EROSION CONTROL INCLUDING PERMANENT GRASSING & MULCH	EA	8	$220.00	$1,760.00	$735.00	$5,880.00	$42.27	$338.16	$500.00	$4,000.00	$500.00	$4,000.00		
48.	TYPE "C" SILT FENCE INCLUDING MAINTENANCE AND REMOVAL (Sd1-S)	LF	1,000	$4.00	$4,000.00	$5.00	$5,000.00	$4.01	$4,010.00	$1.00	$1,000.00	$6.00	$6,000.00		
49.	PERMANENT GRASSING INCLUDING MULCH	SF	7,600	$2.00	$15,200.00	$0.08	$608.00	$0.42	$3,192.00	$1.00	$7,600.00	$2.00	$15,200.00		
				Erosion Control Subtotal =	***$39,866.00***		**$33,190.00**		**$34,088.06**		**$35,600.00**		**$63,800.00**		
	MISCELLANEOUS														
50.	6" CONCRETE CURB REPLACEMENT	LF	30	$55.00	$1,650.00	$26.00	$780.00	$63.72	$1,911.60	$150.00	$4,500.00	$150.00	$4,500.00		
51.	TRENCH ROCK	CY	10	$388.00	$3,880.00	$474.00	$4,740.00	$382.32	$3,823.20	$500.00	$5,000.00	$600.00	$6,000.00		
52.	ADDITIONAL #57 STONE (IF NEEDED)	TN	20	$47.00	$940.00	$130.00	$2,600.00	$103.91	$2,078.20	$75.00	$1,500.00	$100.00	$2,000.00		
53.	TRAFFIC CONTROL (LOCAL STREETS)	LS	1	$1,800.00	$1,800.00	$17,770.00	$17,770.00	$4,460.40	$4,460.40	$10,000.00	$10,000.00	$50,000.00	$50,000.00		
					$8,270.00		**$25,890.00**		**$12,273.40**		**$21,000.00**		**$62,500.00**		
			TOTAL CONSTRUCTION =		***$1,447,854.00***		**$2,085,889.00**		**$2,591,886.06**		**$1,539,540.00**		**$2,302,159.00**		
	ALTERNATE A														
A1.	**TOTAL CONSTRUCTION** (FROM ABOVE)	-	--	---	***$1,447,854.00***		**$2,085,889.00**		**$2,591,886.06**		**$1,539,540.00**		**$2,302,159.00**		
A2.	**ADD:** PAVEMENT CUT (CONCRETE OR ASPHALT, VARIOUS DEPTHS)	LF	5,170	$3.00	$15,510.00	$2.00	$10,340.00	$2.55	$13,183.50	$10.00	$51,700.00	$8.00	$41,360.00		
A3.	**ADD:** CONCRETE OR ASPHALT STREET DEMOLITION INCLUDING OFFSITE DISPOSAL (VARIOUS THICKNESSES)	SY	2,298	$22.00	$50,556.00	$60.00	$137,880.00	$26.16	$60,115.68	$30.00	$68,940.00	$6.00	$13,788.00		
A4.	**DEDUCT:** 4' WIDE TRENCH MILLING (VARIOUS DEPTHS) - UNIT PRICE FROM ITEM 8	SY	(2,298)	$4.00	($9,192.00)	$12.00	($27,576.00)	$21.72	($49,912.56)	$15.00	($34,470.00)	$24.00	($55,152.00)		
			ALTERNATE A TOTAL CONSTRUCTION =		***$1,504,728.00***		**$2,206,533.00**		**$2,615,272.68**		**$1,625,710.00**		**$2,302,155.00**		

***No Bid Submitted by Contractor.**

CERTIFIED BY:

BRIAN K. UPSON, P.E.
PRESIDENT
PARAGON CONSULTING GROUP

Client#: 657822 RDJEINC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC P. O. Box 71429 47 Postal Parkway Newnan, GA 30271-1429	CONTACT NAME: Robin A Connell PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: Robin.Connell@MarshMMA.com
INSURED RDJE, Inc. (CAPTIVE Member #550150) 679 Hwy 29 South Suite A Newnan, GA 30263	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AIG Property Casualty Company — 19402 INSURER B : Continental Casualty Company — 20443 INSURER C : Hanover Insurance Company — 22292 INSURER D : Evanston Insurance Company — 35378 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X PD Ded:2,000 X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [X] PRO-JECT [ ] LOC OTHER:			GL9566250	05/01/2024	05/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $15,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X Drive Oth Car			AL5721494	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			7036883348	05/01/2024	05/01/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC15853371	05/01/2024	05/01/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Equipment			IHAH46041401	05/01/2024	05/01/2025	$250,000 Rented/Leased Equipment	
D	Prof./Pollution			MMAENV003093	4/30/2024	04/30/2026	3,000,000 Agg Limit	

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

GL- Blanket Additional Insured CG2010 04 13, CG 2011 04 13, CG2015 04 13 & CG2037 04 13
GL- Blanket Waiver of Subrogation per form CG 2404 05 09
GL- Primary & Non Contributory per form CG 2001 0413
GL- Earlier Notice of Cancellation per form CG0224 1093
Auto- Blanket Additional Insured & Loss Payee per form CA2001 1013
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Griffin
100 South Hill Street
Griffin, GA 30223

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAMER

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DESCRIPTIONS (Continued from Page 1)

Auto- Blanket Waiver of Subrogation per form 62897 0695
Auto- Early Notice to Cancel per form 99307 0914
Workers Compensation- Blanket Waiver of Subrogation per form WC 00 03 13

Full Certificate Holder: City of Griffin, City of Griffin Public Works and Utilities; Paragon Consulting Group, Inc.

YATES

Commercial & Personal Insurance, Benefits, & Bonds

May 13, 2024

City of Griffin
100 South Hill Street
Griffin, GA 30223

Principal: RDJE, Inc.
Project: 2023 CDBG Rushton Mill Redevelopment Area Phase II

Dear Sir/Madam:

Please accept this letter as your authorization to date the Performance and Payment Bonds and Powers of Attorney the same date as you date the contract for the captioned project.

Should there be any questions, please give me a call.

Sincerely,

Western Surety Company

Daniel Yates
Attorney in Fact
Daniel.Yates@yatesins.com

CONSTRUCTION PAYMENT BOND

(This form must be used as Construction Payment Bond Form)

CONTRACTOR *(name and address)*:

RDJE, INC.
679 HIGHWAY 29 SOUTH, SUITE A
NEWNAN, GA 30263

SURETY *(name and address of principal place of business)*:

OWNER:

CITY OF GRIFFIN
100 SOUTH HILL STREET
GRIFFIN, GA 30223

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: One Million Four Hundred Forty Seven Thousand Eight Hundred Fifty Four and 00/100 Dollars --($1,447,854.00)
Description:

CITY OF GRIFFIN
2023 CDBG RUSHTON MILL REDEVELOPMENT AREA
PHASE II

BOND

Bond Number: 30205832
Date:
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

RDJE, Inc. *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Joseph Webb
Print Name

COO
Title

Attest: _____
Signature Evan Bryant

Corporate Secretary
Title

SURETY

Western Surety Company *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Daniel Yates
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature Lisa Lee

Witness
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

CONSTRUCTION PERFORMANCE BOND

(This form must be used as Construction Payment Bond Form)

CONTRACTOR *(name and address)*:

RDJE, INC.
679 HIGHWAY 29 SOUTH, SUITE A
NEWNAN, GA 30263

SURETY *(name and address of principal place of business)*:

OWNER:

CITY OF GRIFFIN
100 SOUTH HILL STREET
GRIFFIN, GA 30223

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount: One Million Four Hundred Forty Seven Thousand Eight Hundred Fifty Four and 00/100 Dollars --($1,447,854.00)
Description:
CITY OF GRIFFIN
2023 CDBG RUSHTON MILL REDEVELOPMENT AREA
PHASE II

BOND

Bond Number: 30205832
Date:
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

RDJE, Inc. *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

Joseph Webb
Print Name

COO
Title

Attest: _____
Signature Evan Bryant

corporate secretary
Title

SURETY

Western Surety Company *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

Daniel Yates
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature Lisa Lee

Witness
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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

P D Yates III, Alan R Yates, Kevin M Neidert, Betsy J Holmes, Brian K Hughes, Daniel Yates, Dana D Rutledge, Sandra Lawrence, Sean Tidwell, Individually

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of April, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between CITY OF GRIFFIN ("Owner") and RDJE, INC. ("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:

Installation of approximately 5,751 linear feet of 6-inch C900 PVC water main and related appurtenances. Also included in the project is the abandonment of 2,305 linear feet of 6" A/C water main and 3,541 linear feet of 2-inch galvanized water main. The project also includes sanitary sewer point repairs consisting of replacing 140 feet of 8-inch sanitary sewer main at 7 locations. The project will be finalized with milling and overlaying the streets within the project area. The quantity of milling and overlay area is approximately 11,400 square yards.

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
2023 CDBG RUSHTON MILL REDEVELOPMENT AREA
PHASE II
BID #24-010

2.02 The Project has been designed by Paragon Consulting Group, 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.

4.02 *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.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 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 $1,000.00 for each day that expires after the time specified in Paragraph 4.02 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 $1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 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 5.01.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'S BID:

One million four hundred forty-seven thousand eight hundred fifty-four dollars & 00/100 ($1,447,854.00)
(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 6 – PAYMENT PROCEDURES

6.01 *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.

6.02 *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 6.02.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.

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.

6.03 *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 7 – INTEREST

7.01 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 of Griffin, Georgia as of the effective date of this Agreement.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 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 8.01.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 9 – CONTRACT DOCUMENTS

9.01 *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. CDBG Contract Clauses and Wage Rates (pages 1 to 34, inclusive).
6. General Conditions (pages 1 to 65, inclusive).
7. Supplementary Conditions (pages 1 to 7, inclusive).
8. Specifications as listed in the table of contents of the Project Manual.
9. Drawings consisting of 19 sheets with each sheet bearing the following general title: CITY OF GRIFFIN 2023 CDBG RUSHTON MILL REDEVELOPMENT AREA PHASE II
10. Addenda (numbers 1 to 2, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
    a. Other exhibits to this Agreement marked EXHIBIT D, EXHIBIT E and EXHIBIT F.
12. 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 9.01.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 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *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.

10.03 *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.

10.04 *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.

10.05 *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 10.05:

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 May 28, 2024 (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:

RDJE, INC.

By: _____

Title: Joseph Webb, COO

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Evan C Bryant

Title: Evan Bryant, Corp. secretary

Address for giving notices:

679 HWY 29 SOUTH SUITE A

NEWNAN, GA 30263

License No.: UC302155

Agent for service of process:

_____

Approved as to form:

Andrew J. Whalen, III

Andrew J. Whalen, III
City Attorney

CORPORATE RESOLUTION OF RDJE, INC.

I, **RONALD D. JONES, JR.**., hereby certify that I am the President of **RDJE, INC.**, a Georgia corporation, and that the following is a true copy of a resolution duly adopted by the Board of Directors at a special meeting held on the 25th day of February 2021, at which a quorum was present, and that such resolution has not been rescinded nor modified and is now in full force and effect:

> **RESOLVED,** whereas the following officers are authorized to act on behalf of the Corporation and to sign contracts, proposals, and other documents necessary for **RDJE, INC.** to enter into agreements for projects, banks loans, leases, equipment purchases, and other actions on behalf of **RDJE, INC.**:

RONALD D. JONES, JR.	PRESIDENT
TERRY JOSEPH WEBB	COO
CHRISTINA M. FRAME	CFO
JUSTIN O. THOMPSON	VP OF OPERATIONS
EVAN C. BRYANT	SECRETARY
DAVID WARDA	VP OF BUSINESS DEVELOPMENT

I further certify that there are no provisions in the Articles of Incorporation or in the By-Laws of the Corporation limiting the powers of the Board of Directors to pass the foregoing resolution, and the same are in conformity with the provisions of said Articles of Incorporation and the By-Laws.

IN WITNESS WHEREOF, I have hereunto subscribed by signature to this certificate and affixed the seal of this Corporation this 25th day of February 2021.

RDJE, INC.

By: _____
Ronald D. Jones, Jr., President

Attest: _____
Evan C. Bryant, Secretary

(Corporate Seal)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider purchase from Cogsdale, Sole Source, to provide software maintenance and upgrades to the Cogsdale Customer Management and Utility Billing System in the amount of $216,166.95. *Chief Technology Officer Gibb Cotton will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The Cogsdale Customer Management System provides management for all City of Griffin Utility billing. The system controls multiple automated billing kiosks that operate 24/7 autonomously. The maintenance also includes Application Programing Interfaces (APIs) that receive data from Griffin's AMI platforms Neptune360 and Itron. This data can then be accessed by the customer through Customer Web and Silverblaze, a suite of products that are also maintained by Cogsdale. This maintenance will provide Griffin with software upgrades and security patches, as well as remote support for any issues that may arise with the software.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The FY25 budget includes $216,166.95 for maintenance and support of the Cogsdale system.

Submitted By:
Gibb Cotton

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FY24 Sole Source.pdf
COGMN0000189.PDF
Cogsdale.pdf

CITY OF GRIFFIN
FY24 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

◉ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

○ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity	1 payment kiosk

Detail the research that has been done to qualify this for selected method of procurement:

Cogsdale is the only vendor that can support the Cogsdale software

Supplier/Source Name/Address:	**Cogsdale**		
Supplier/Source Contact:	**Kirk Crowder**	**Phone:**	**902-812-2835**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

Maintain the software code to provide security patches for the Cogsdale software and provide end user support and bug fixes.

Is this a 1-time procurement? Estimated expenditure- one-time		OR - annual spend	x

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

Cogsdale owns and maintains the proprietary code for the software

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request:	5/20/2024	Requestor:	gcotton		
Department:	ITC	Dept Accting Code:	1535	Phone:	x475

Purchasing Use Only ⇓				**Finance Approval:**	
Comment:					
Date Processed:		Date Posted to GPR:		Solicitation #:	
Outcome:					
Awarded Sole Source:		Issued PO/Contract:		Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

COGSDALE
A division of HARRIS

Invoice	**COGMN0000189**
Date	**4/30/2024**
Page	**1 of 1**

Bill To

City of Griffin
Gibb Cotton
100 South Hill Street
Griffin, GA 30224
USA

Ship To

City of Griffin
Gibb Cotton
100 South Hill Street
Griffin, GA 30224
USA

Purchase order No	Customer ID.	Salesperson ID	Shipping Method	Payment Terms
	GRIF01	ELDRIDGEJ	LOCAL DELIVERY	

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	PROP-CSM	GRIF100| CSM (QUO-1018): 7/1/2024 to 6/30/2025	US$74,435.11	US$74,435.11
1.00	PROP-CSM	GRIF101| CSM (1,000) Locations (QUO-4018): 7/1/2024 to 6/30/2025	US$1,499.37	US$1,499.37
1.00	PROP-CUSTWB	GRIF103| Customer Web: 7/1/2024 to 6/30/2025	US$10,410.94	US$10,410.94
1.00	TPM-FSTPTH	GRIF104| FastPath AD Configurator: 7/1/2024 to 6/30/2025	US$2,039.96	US$2,039.96
1.00	TPM-GP-CIS	GRIF105| Microsoft Dynamics GP Software: 7/1/2024 to 6/30/2025	US$38,164.74	US$38,164.74
1.00	TPM-EONE	GRIF106| eOne - SmartList Builder: 7/1/2024 to 6/30/2025	US$1,087.99	US$1,087.99
1.00	PROP-CSM	GRIF107| CSM (2,000) Locations (QUO-5779): 7/1/2024 to 6/30/2025	US$2,220.81	US$2,220.81
1.00	TPM-OTHER	GRIF108| Itron AMI Implementation (QUO-4742): 7/1/2024 to 6/30/2025	US$11,944.29	US$11,944.29
1.00	SUBS REV	GRIF109| QUO-6289 CSM Web API: 7/1/2024 to 6/30/2025	US$17,886.98	US$17,886.98
1.00	TPM-GP-CIS	GRIF102| 10 GP limited user licenses (QUO-4837): 7/1/2024 to 6/30/2025	US$3,073.53	US$3,073.53
1.00	PROP-CSM	GRIF110| CSM (1,000) Locations (QUO-8107): 7/1/2024 to 6/30/2025	US$1,703.52	US$1,703.52
1.00	PROP-CSM	GRIF111| Dynatouch Outdoor Free-Standing Kiosk: 7/1/2024 to 6/30/2025	US$8,435.71	US$8,435.71
1.00	SUBS REV-SBZ	GRIF112| SilverBlaze Yearly Subscription (QUO-06564): 7/1/2024 to 6/30/2025	US$43,264.00	US$43,264.00

Invoice Questions? Please call Ekta Kanani at 613-223-0581 OR e-mail ekanani@harriscomputer.com

Subtotal	US$216,166.95
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$216,166.95

Griffin
Growing TOGETHER

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

SH 5/20/24

DATE: 5/20/24

FY24 Purchase Order No.
Bid/Quote No.
Vendor No.

Vendor Name & Address
Cogsdale
Attn: Kirk Crowder
62133 Collections Center Dr
Chicago, IL 60693-0621 USA
kcrowder@cogsdale.com
Ph: Fax:

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

Deliver to:
City of Griffin
IT Dept.
100 South Hill St
Griffin, GA 30223

ATTN: Gibb Ctton
Phone: 6786920386 Fax:

Freight is FOB Destination Deliveries are accepted between the hours of 8:00 a.m. and 4 p.m.	Submit APPROVED packing slips to Accounts Payable. Highlight PO# & account distribution. Note any changes or additional accounts.
*Terms: Net 30 unless otherwise specified on PO	

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

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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
Cogsdale Yearly Maint. FY25	101 1535 52 2200 0000	1	ea	216,166.95	216,166.95
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
	- - - -				
CAPITAL PROJECT #:	- - - -	enter debit/credit amounts in			
(DISTRIBUTION & $$)	- - - -	the extended totals column			

5-21-2024

COMMENTS: Inv. COGMN0000189 To be paid from FY25 budget

Totals: $ 216,166.95

FY24 Purchase Order

COG USE ONLY

PRICING METHOD:
- Verbal / Phone
- X Email/Mail/Fax
- Bid / RFP #

Copy emailed to Supplier
Supplier Notified

COG USE ONLY

GIBB COTTON 5/21/2024
Dept / Requestor / Date

Purchasing / Date
Deborah M Gilbert 5-21-24

Department Mgr / Date

Finance Director / Date

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O.) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing, signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts, and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

COGSDALE
A division of HARRIS

Invoice	COGMN0000189
Date	4/30/2024
Page	1 of 1

Bill To

City of Griffin
Gibb Cotton
100 South Hill Street
Griffin, GA 30224
USA

Ship To

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100 South Hill Street
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Purchase order No	Customer ID.	Salesperson ID	Shipping Method	Payment Terms
	GRIF01	ELDRIDGEJ	LOCAL DELIVERY	

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Invoice Questions? Please call Ekta Kanani at 613-223-0581 OR e-mail ekanani@harriscomputer.com

Subtotal	US$216,166.95
Misc	US$0.00
Tax	US$0.00
Freight	US$0.00
Trade Discount	US$0.00
Total	US$216,166.95

CITY OF GRIFFIN
FY24 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

◉ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

○ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity: 1 payment kiosk

Detail the research that has been done to qualify this for selected method of procurement:

Cogsdale is the only vendor that can support the Cogsdale software

Supplier/Source Name/Address: **Cogsdale**

Supplier/Source Contact: **Kirk Crowder** **Phone:** **902-812-2835**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

Maintain the software code to provide security patches for the Cogsdale software and provide end user support and bug fixes.

Is this a 1-time procurement? Estimated expenditure- one-time OR - annual spend x

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

Cogsdale owns and maintains the proprietary code for the software

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 5/20/2024 Requestor: gcotton

Department: ITC Dept Acctng Code: 1535 Phone: x475

Purchasing Use Only ⇓ **Finance Approval:**

Comment:

Date Processed: Date Posted to GPR: Solicitation #:

Outcome:

Awarded Sole Source: Issued PO/Contract: Competitive Bid: Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider declaring as surplus the attached list of property kept in the Griffin Police Department Evidence Room. *Lieutenant Brandon Walden will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The items in evidence were submitted as property/evidence or for safekeeping from 2009 to 2023. After attempts at notifying any known owners of the property, an order was filed with the Clerk of Superior Court of Spalding County on May 9, 2024 asking that the items be retained, sold, destroyed, or discarded. The items will be sold, donated, or destroyed based on the condition and potential use of the individual item.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The items will be sold, donated, or destroyed based on the condition and potential use of the individual item. Any proceeds from the items will be deposited in the General Fund.

Submitted By:
Daniel Jett

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Court Order 24V-434.pdf

IN THE SUPERIOR OF SPALDING COUNTY

STATE OF GEORGIA

FILED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT SPALDING COUNTY, GEORGIA

2024 MAY -9 AM 8:24

BY TC

IN RE: CONNIE SAMPSON, CHIEF
GRIFFIN POLICE DEPARTMENT
SPALDING COUNTY, GEORGIA

24V-434
BDC

APPLICANT

APPLICATION FOR DISPOSITION OF PERSONAL PROPERTY PURSUANT TO O.C.G.A. 17-5-54

COMES NOW, Connie Sampson, Chief of Police for the City of Griffin, Spalding County, Georgia, and applies to the Court for an Order pursuant to O.C.G.A. 17-5-54 to retain, sell, destroy or discard certain personal property which is the subject of a crime or has been abandoned or otherwise come into the possession of the Griffin Police Department. In support of said application, applicant shows:

All evidence shown and listed on Exhibit "A" was the subject of a crime, abandoned property, and are in the possession of the agency aforesaid.

Connie Sampson, Chief of Police
City of Griffin, Spalding County, Georgia

PROPERTY REVIEW

Attached you will find Attachment "A" with a list of property that is currently into the Evidence/Property Room of the City of Griffin Police Department. This property has either been shown as abandoned property or is evidence where cases have been disposed of by plea or dismissal. Please review the attachments, date and sign in the appropriate space. Your signature shows the Court that you have reviewed the property attached.

Connie Sampson, Chief of Police — Date: 5-8-2024

~~Marie Broder~~, District Attorney
Chief ASS DA — Date

Patrick Shepard, Solicitor — Date: 5/8/24

IN THE SUPERIOR COURT OF SPALDING COUNTY

STATE OF GEORGIA

FILED IN OFFICE
CLERK SUPERIOR COURT
2024 MAY -9 AM 8:24
TC

GRIFFIN POLICE DEPARTMENT

GRIFFIN, SPALDING COUNTY, GEORGIA

24V-434

ORDER FOR DESTRUCTION OF PROPERTY

Upon application of the Chief of Police of the City of Griffin, in the above captioned matter, it is hereby ordered the following items presently held by the City of Griffin Police Department, to be destroyed or converted to official Law Enforcement use. (See attachment "A" as approved by the Prosecuting Officials.

SO ORDERED, this 9 day of May, 2024.

Hon. Benjamin D. Coker

Judge, Spalding County Superior Court

Griffin Judicial Circuit

Order Prepared by:

Karen Jett 5-8-24

Karen Jett, Evidence Custodian

City of Griffin Police Department

case_id	agency	pectgr	ctrlnbr	classcode	propdesc
18008109	GPD	EVID	51770	OTHR	BOX OF MISC ITEMS
18009810	GPD	EVID	51791	OTHR	MONEY BOX
19004507	GPD	EVID	56326	BIKE	BICYCLE
20001457	GPD	EVID	61468	OTHR	WALLET WITH MISC. ITEMS
20001857	GPD	EVID	61665	TOOL	BLACK/BLUE KOBALT BOLT CUTTER
20002644	GPD	EVID	62264	HSGD	CLEANING SUPPLIES
20002716	GPD	EVID	62220	OTHR	PROSPORT BLACK/GREEN BOOKBAG
20004267	GPD	EVID	63161	ELEC	BLACK LG PHONE WITH CHARGER
20004267	GPD	EVID	63162	OTHR	LOTTERY TICKETS
20004388	GPD	EVID	63236	OTHR	GA DRIVER`S LICENSE CORIE CREECH
20005369	GPD	EVID	64067	OTHR	DEBIT CARD OF TYANNA MONET MOSS
20005984	GPD	EVID	64548	DRUG	PILL BOTTLE CONTAINING PILLS
20005984	GPD	EVID	64549	DRUG	PILL BOTTLE CONTAINING USB CARD
20006608	GPD	EVID	65034	AMMO	.308 ROUNDS
20006954	GPD	EVID	65316	TOOL	BLUE/BLACK AXE
21000653	GPD	EVID	66802	OTHR	DRIVER`S LICENSE - AUDRIANA BARNES
21001745	GPD	EVID	67689	ELEC	CELLPHONE
21002036	GPD	EVID	67895	OTHR	LUGGAGE
21002310	GPD	EVID	68174	OTHR	WALLET WITH VARIOUS CARDS
21003094	GPD	EVID	68838	OTHR	SILVER SAFE WITH BROKEN DOOR
21003134	GPD	EVID	69081	ELEC	CELLULAR TELEPHONE
21003424	GPD	EVID	69122	OTHR	KEYS PROPERTY
21004035	GPD	EVID	69822	GUN	GUN PARTS (CLIP, HOLSTER,ETC.)
21004046	GPD	EVID	69592	ELEC	CELLULAR TELEPHONE
21004046	GPD	EVID	69593	ELEC	CELLULAR TELEPHONE
21004072	GPD	EVID	69784	ELEC	CELLULAR TELEPHONE
21004443	GPD	EVID	69825	OTHR	FOUND WALLET
21005239	GPD	EVID	70584	OTHR	MISCELLANEOUS
21005737	GPD	EVID	70840	OTHR	DRIVERS LICENSE YARBOROUGH
21006165	GPD	EVID	71047	OTHR	BROWN WALLET
21006328	GPD	EVID	71274	OTHR	BAG W. 2 CREDIT CARDS & DL
21006369	GPD	EVID	71178	OTHR	PACKAGE FOR 593-A S. 6TH ST.
21006369	GPD	EVID	71179	OTHR	PACKAGE FOR CANDACE PEEK
21006369	GPD	EVID	71180	OTHR	PACKAGE FOR BRITTANY COLE
21006369	GPD	EVID	71181	OTHR	PACKAGE FOR BETH WILLIAMS
21006369	GPD	EVID	71182	OTHR	PACKAGE FOR TIM WHALEN
21006369	GPD	EVID	71183	OTHR	ABBOTT NUTRITIONAL DRINKS
21006369	GPD	EVID	71184	OTHR	GLASSES AND NECKLACE
21006369	GPD	EVID	71185	OTHR	EMPTY PACKAGES FOR KIMBERLY REGISTER
21006369	GPD	EVID	71186	HSGD	BLANKET
21006369	GPD	EVID	71187	OTHR	PACKAGE FOR KRISTIN KRAUSE
21006877	GPD	EVID	72246	ELEC	CELLULAR TELEPHONE
21006910	GPD	EVID	71498	OTHR	WALLET W/ CONTENTS
21007000	GPD	EVID	71575	AMMO	GUN PARTS (CLIP, HOLSTER,ETC.)
21007187	GPD	EVID	71664	OTHR	ID, SAM`S CARD, VISA CARD, BOA CARD
21008005	GPD	EVID	72022	VEHP	3 KEYS
21008236	GPD	EVID	72129	OTHR	PURSE WITH CONTENTS
21008509	GPD	EVID	72264	OTHR	BLACK PURSE WITH CONTENTS. NO ID
21008586	GPD	EVID	72270	OTHR	BOX OF HEMP CIGARETTES
22000125	GPD	EVID	72538	OTHR	GA DRIVERS LICENSE WILSON, AUBREE
22000402	GPD	EVID	72848	ELEC	CELLULAR TELEPHONE

22005227 GPD	EVID	76537	OTHR	WALLET WITH MISC CARDS
22005329 GPD	EVID	76625	OTHR	WALLETW/ CONTENTS
22006197 GPD	EVID	77045	OTHR	MENS WALLET DEWBERRY, REGINALS
22006532 GPD	EVID	77257	OTHR	WALLET, $5.00, NEPORTS AND LIGHTER
22008685 GPD	EVID	78538	ELEC	RED CELL PHONE
22008685 GPD	EVID	78539	ELEC	BLACK CELL PHONE
23000107 GPD	EVID	78676	ELEC	TOUCH SCREEN CELL PHONE
23000247 GPD	EVID	78762	DRUG	PRESCRIPTION BOTTLE OF ATENOL/CHOR TAB
23000338 GPD	EVID	78820	OTHR	PURSE WITH TABLET, PAPERS, KEYS
23000417 GPD	EVID	78759	VEHP	BLACK/SILVER NISSAN KEY FOB
23000464 GPD	EVID	78805	ELEC	BLACK FLIP-PHONE WITH BLACK CASE
23000587 GPD	EVID	78881	HSGD	KEYS
23000587 GPD	EVID	78885	OTHR	COINS & PAPERWORK FROM SAFE
23000587 GPD	EVID	78886	OTHR	SAFE
23000637 GPD	EVID	78952	TOOL	MASTER CRAFT JUMP BOX/AIR COMPRESSOR
23000637 GPD	EVID	78953	TOOL	AIR COMPRESSOR - NO BRAND
23001047 GPD	EVID	79162	OTHR	WALLET WITH ID & SS CARDS
23001177 GPD	EVID	79246	JEWL	SET OF EARINGS
23001185 GPD	EVID	79302	ELEC	CELPHONES
23001269 GPD	EVID	79377	ELEC	HP LAPTOP WITH CORD & BAG
23001465 GPD	EVID	79459	VEHP	LICENSE PLATE
23001802 GPD	EVID	79652	ELEC	CELLPHONE IN OTTERBOX
23001802 GPD	EVID	79693	ELEC	CELLPHONE
23001952 GPD	EVID	79742	ELEC	CELLPHONE
23002206 GPD	EVID	80151	ELEC	CELLPHONE
23002379 GPD	EVID	80253	PWDC	MULTIPLE DEBIT & OTHER PIECES OF PAPER
23002379 GPD	EVID	80254	PWDC	CHIME VISA DEBIT CARD - TYREE WILSON
23002379 GPD	EVID	80255	PWDC	VISA DEBIT CARD - J. FRAZIER
23002379 GPD	EVID	80256	PWDC	MULTIPLE DEBIT CARDS
23002379 GPD	EVID	80257	PWDC	DEBIT/CREDIT CARDS - KIMBERLY STULL
23002379 GPD	EVID	80258	PWDC	DEBIT CARD - KIMMIE STULL
23002701 GPD	EVID	81194	OTHR	MISCELLANEOUS ITEMS
23002727 GPD	EVID	80534	ELEC	CELLPHONE
23002727 GPD	EVID	80535	OTHR	MISCELLANEOUS ITEMS
23002804 GPD	EVID	80568	OTHR	BROWN WALLET WITH CONTENTS
23002930 GPD	EVID	80638	OTHR	RED WALLET WITH ID AND MISS BANK CARDS
23003020 GPD	EVID	80698	ELEC	CAMERA CASE W/MISC ITEMS & CAMERA
23003020 GPD	EVID	80699	ELEC	CAMERA CASE W/MISC ITEMS & CAMERA
23003020 GPD	EVID	80700	ELEC	CAMERA CASE W/MISC ITEMS & CAMERA
23003044 GPD	EVID	80703	OTHR	BLACK BAG
23003413 GPD	EVID	80944	OTHR	WHITE CHIME DEBIT CARD
23003669 GPD	EVID	81130	OTHR	WALLET & DEBIT CARD
23003683 GPD	EVID	81146	ELEC	CELLPHONE
23003683 GPD	EVID	81147	OTHR	BROWN & TAN WALLET
23004027 GPD	EVID	81370	HSGD	SILVER POCKET KNIFE WITH BLACK HANDLE
23004078 GPD	EVID	81373	OTHR	UNITED BANK DEBIT CARD
23004129 GPD	EVID	81476	OTHR	OC SPRAY & TASER
23004320 GPD	EVID	81576	ELEC	CELLPHONE
23004324 GPD	EVID	81575	ELEC	CELLPHONE
23004442 GPD	EVID	81705	OTHR	BLACK LEATHER WALLET
23004473 GPD	EVID	81708	HSGD	BOOKBAG W/MISC ITEMS
23004499 GPD	EVID	81723	AMMO	PLASTIC BAG WITH 9MM AMMO

23004509	GPD	EVID	81722 ELEC	MISC. ITEMS - FOUND PROPERTY - SEE NOTES
23004590	GPD	EVID	81856 VEHP	KEYS
23004591	GPD	EVID	81800 AMMO	FOUND PROPERTY - AMMO - SEE NOTES
23004675	GPD	EVID	81867 OTHR	DRIVER`S LICENSE
23004697	GPD	EVID	81854 ELEC	CELLPHONE
23005000	GPD	EVID	82003 HSGD	SUITCASE WITH MISC. ITEMS
23005309	GPD	EVID	82184 HSGD	BOOKBAG WITH TOOLS
23005310	GPD	EVID	82182 HSGD	PINK DUFFEL CONTAINING MISC. ITEMS
23005567	GPD	EVID	82269 ELEC	CELLPHONE
23005622	GPD	EVID	82324 HSGD	BOTTLE CAP, HOUSE KEY, CHANGE
23005690	GPD	EVID	82336 AMMO	BOX OF MISC AMMO & ONE MAGAZINE
23005874	GPD	EVID	82425 ELEC	CELLPHONE
23005952	GPD	EVID	82613 ELEC	VIC`S PHONE
23006011	GPD	EVID	82490 OTHR	WRISTLET WITH 2 DEBIT CARDS
23006125	GPD	EVID	82691 OTHR	DRIVER LICENSE
23006149	GPD	EVID	82587 ELEC	CELL PHONE SAMASUNG
23006261	GPD	EVID	82674 TOOL	CUTTER AND MAGNET
23006582	GPD	EVID	82865 ELEC	GPX STEREO SYSTEM & SPEAKERS
23006626	GPD	EVID	82897 OTHR	MAGAZINE WITH 18 9MM ROUNDS
23006758	GPD	EVID	82991 OTHR	GA ID CARD OLN 055237990
23006865	GPD	EVID	83052 OTHR	BRIEFCASE WITH CHECKS, PHONE, DOCUMENTS
23007149	GPD	EVID	83174 OTHR	WALLET WITH CONTENTS
23007246	GPD	EVID	83205 VEHP	KEY RING WITH 14 KEYS
23007287	GPD	EVID	83214 OTHR	WALLET WITH VARIOUS CARDS
23007320	GPD	EVID	83227 OTHR	MISCELLANEOUS ITEMS - SEE NOTES
23007500	GPD	EVID	83400 CLOT	MISCELLANEOUS CLOTHING/ITEMS
23007506	GPD	EVID	83407 OTHR	BAG OF MISC. ITEMS - SEE NOTES
23007585	GPD	EVID	83486 VEHP	VEHICLE TAG - TW51E04
23007685	GPD	EVID	83492 OTHR	WALLET WITH ID, CARDS, MISC. PAPERS
23007755	GPD	EVID	83552 OTHR	DEBIT CARD - SHANIK MCCLAIN

case_id	agency	pectgr	ctrlnbr	classcode	locstatus	propdesc	make
09023767	GPD	EVID	83330	VEH	EVID	MOTORC'	
17001376	GPD	EVID	83331	VEH	EVID	ALL TERR	
20005068	GPD	EVID	63778	TOOL	EVID	SIMPSON	
20006505	GPD	EVID	65432	OTHR	EVID	WALMAR'	
22003140	GPD	EVID	75042	OTHR	EVID	CATALYT	
22003140	GPD	EVID	75043	OTHR	EVID	CATALYT	
22003140	GPD	EVID	75044	OTHR	EVID	CATALYT	
22003140	GPD	EVID	75045	OTHR	EVID	CATALYT	
22003140	GPD	EVID	75046	OTHR	EVID	CATALYT	
22003140	GPD	EVID	75050	OTHR	EVID	CATALYT	
22003140	GPD	EVID	75051	OTHR	EVID	CATALYT	
22003140	GPD	EVID	75052	OTHR	EVID	CATALYT	
22003140	GPD	EVID	75053	OTHR	EVID	CATALYT	
22005342	GPD	EVID	76821	TOOL	EVID	HAND TRI	
23001666	GPD	EVID	79534	BIKE	EVID	BICYCLE	
23002498	GPD	EVID	80367	BIKE	EVID	BICYCLE	
23003701	GPD	EVID	81160	BIKE	EVID	SCHWINN	
23004340	GPD	EVID	81574	BIKE	EVID	MONGOO	
23005810	GPD	EVID	82403	BIKE	EVID	SHIMANO	
23005969	GPD	EVID	82473	BIKE	EVID	MURRAY	
23006159	GPD	EVID	82601	OTHR	EVID	BICYCLE	
23006957	GPD	EVID	83118	BIKE	EVID	GENESIS	
23007472	GPD	EVID	83417	TOOL	EVID	GENERAT	
23007650	GPD	EVID	83480	BIKE	EVID	BICYCLE	AVALANCHE

GEORGIA , SPALDING COUNTY

I, do certify that the within and foregoing is
a true and correct copy of the document as appears
by the original file and record in the office
of Clerk of Spalding Superior Court.
6th day of May 20 24

Tammy R Chapman

DEPUTY CLERK, SPALDING SUPERIOR COURT
DEBBIE L. BROOKS, CLERK OF SUPERIOR COURT
SPALDING COUNTY, GEORGIA

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider the purchase of 84 feet of Box Culverts and materials for installation from Foley Products Company, sole source, in the amount of $52,000.00. *Director of Stormwater, Ariel Blanton, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The concrete box culverts and other materials needed for installation will be purchased from Foley Products Company which is the only vendor in Georgia that provides these supplies in the size needed to perform the work. There is currently a failing pipe in between concrete box culverts that will need to be replaced and stabilized using these culverts.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

FY24 budgeted funds in Stormwater Operations.

Submitted By:
Ariel Blanton

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Foley PO.pdf
SalesORder- 24-16562 Jeremy - 4-24-24.pdf
Foley Products Sole Source.pdf

Griffin
Growing TOGETHER

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

SH 5/20/24

DATE: 5/22/24

FY24 Purchase Order No.

Bid/Quote No.

Vendor No.

Vendor Name & Address
Foley Products Company
PO Box 2447
Columbus, GA 31902
Christian.Gaston@foleyproducts.com
Ph: 770-251-0296 Fax:

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

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

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

*Terms: Net 30 unless otherwise specified on PO

Deliver to:
City of Griffin
Stormwater
865 S 9th St
Griffin, GA 30223

ATTN: Jeremy Kenway
Phone: 770-296-3785 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

Description	Account Number	Quantity	UOM	Unit Price	Extended Totals
6X5 Box Culverts	560 - 4720 - 53 - 1120 - 0000	84	each	549.000	46,116.00
1-1/4"X14'6" Mastic	560 - 4720 - 53 - 1120 - 0000	22	each	76.000	1,672.00
Pipe Popit Plugs	560 - 4720 - 53 - 1120 - 0000	1	box	200.000	200.00
.125X12"X50' Polywrap	560 - 4720 - 53 - 1120 - 0000	7	each	216.000	1,512.00
Delivery	560 - 4720 - 53 - 1120 - 0000	1	each	2,500.000	2,500.00
CAPITAL PROJECT #:			enter debit/credit amounts in		52,000.00
(DISTRIBUTION & $$)			the extended totals column		-52,000.00

COMMENTS:

Totals: $ $ 52,000.00

FY24 Purchase Order

COG USE ONLY

PRICING METHOD:
Verbal / Phone
X Email/Mail/Fax
Bid / RFP #

Copy emailed to Supplier
Supplier Notified

COG USE ONLY

Dept / Requestor / Date 5/22/2024

Purchasing / Date

Department Mgr / Date

Finance Director / Date 5.21.24

City Manager / Date

BOARD / Date

TERMS AND CONDITIONS OF PO / CONTRACT

ARTICLE 1 PURCHASE ORDER AUTHORIZATION

Vendors are required to be registered with the City and to have an authorized City Purchase Order (P.O) before any items/goods/services are delivered. Any shipments made prior to the receipt of a City P.O. are made at the sole risk of the vendor. Payment may be withheld for any and all items/goods/services delivered without an authorized P.O.

ARTICLE 2 PURCHASE ORDER NUMBER

The Purchaser's purchase order number and the successful seller's name (from the bid or proposal) must appear on all packing slips, packages, invoices, bills of lading, warehouse receipts and correspondence with Purchaser. Materials must be properly packaged and marked with the order number. Damaged material will not be accepted.

ARTICLE 3 ACCEPTANCES

All terms and conditions of the purchase order shall become part of the contract between the Seller and Purchaser; the Seller's different or additional terms will not become part of this contract.

ARTICLE 4 PRICE

Seller warrants that the prices quoted hereunder are the lowest prices these or similar articles are sold by the Seller to other customers and in the event of any price reduction between execution of the purchase order and delivery of the goods, purchaser shall be entitled to such reduction.

ARTICLE 5 DELIVERIES, TITLE AND RISK OF LOSS

Title shall pass to Purchaser on delivery of the conforming goods to Purchaser's designated plant or location. Notwithstanding any agreement to pay freight express or other transportation charges, the risk of loss or damage in transit shall be upon the Seller. Delivery shall not be complete until the goods have been actually received, inspected and accepted by the Purchaser.

ARTICLE 6 PARTS

The Seller agrees to make functional parts available for a period of five years after final production run.

ARTICLE 7 WARRANTIES

The Seller warrants that the goods and services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the Seller knows of the Purchaser's intended use, the Seller warrants that the goods or services are suitable for that intended use.

ARTICLE 8 REMEDIES

Regardless of whether goods are being sold or leased or whether services are being performed, the Seller and Purchaser agree that both parties have all the Uniform Commercial Code rights, duties, and remedies available as well as all remedies allowed by law and the purchase order.

ARTICLE 9 CONFLICTS OF LAWS

The agreement of purchase and the performance of the parties hereunder shall be construed with and governed by the laws of the State of Georgia.

ARTICLE 10 MODIFICATIONS

No modifications in prices, delivery methods or schedule, quality, quantity, specifications or any other term of the contract will be effective unless agreed to in writing. signed by Procurement

ARTICLE 11 PATENT INFRINGEMENT

Seller shall hold purchaser harmless from all judgments and expenses arising out of any alleged patent infringement by our use of the merchandise ordered.

ARTICLE 12 TERMINATIONS FOR CAUSE

Purchaser may terminate this contract for cause in the event of a default by Seller. In such event, Purchaser shall not be liable to Seller for any amounts. and Seller shall be liable for and shall hold Purchaser harmless from any damage occasioned by Seller's breach or default.

ARTICLE 13 TERMINATIONS FOR CONVENIENCE

Purchaser may at any time terminate the order in whole or in part for its convenience upon which written notice to Seller in which event Seller shall be entitled to reasonable termination charges which reflects the percentage of the work performed prior to termination.

ARTICLE 14 ENTIRE AGREEMENTS

The purchase order and any documents referred to on the face thereof constitute the entire agreement between the parties and can only be modified in writing and signed by both parties. No part of this order may be assigned or subcontracted without the written approval of the Purchaser. Any moneys due Purchaser from Seller can be set off from any moneys due Seller from Purchaser whether or not under this contract. Purchaser's failure to insist on any right shall not operate as a waiver of any other right. Time is of the essence of this contract.

ARTICLE 15 WORKS ON PREMISES

If the order includes work to be performed on Purchaser's premises, Seller agrees to indemnify the Purchaser from all loss or damage arising out of such work, to observe the highest safety standard, to maintain adequate insurance and to furnish evidence of such insurance at Purchaser's request.

ARTICLE 16 QUALITY GUARANTEE

If any product delivered does not meet applicable specifications, or if the product shall not produce the effect that the supplier represents to the City, the supplier shall pick up the product from the City at no expense to the City. Also, the supplier shall refund to The City of Griffin any money which has been paid for the same. The supplier shall be responsible for attorney fees in the event the supplier defaults and court action is required.

ARTICLE 17 QUALITY TERMS

The City reserves the right to reject any and/or all materials if, in its judgment, the items reflect unsatisfactory workmanship, manufacturing or shipping damage.

P.O. Box 2447
Columbus, GA 31902
Phone: (770) 251-0296
Fax: (770) 254-2223

SALES ORDER

Job #: 24-16562
Order Date: 4/11/2023
BidDate:

Customer Name: ALLBIDDERS
Job Name: Jeremy Kenway
, GA
Contact:
Contact Email Address:
Phone : **Fax:**
SalesRep: Other - to be assigned
SalesRep Phone:
SalesRep Email:

Terms: NET 30 DAYS **PO:** **DOT:**

Qty	Item	UOM	Description	Weight	Unit Price	TX	Extension
Structure:	BoxCul		Station:				
84	LSBC	Each	6x5x84	0	$549.00	☑	$46,116.00
22	MAS1.25	Each	1-1/4" x 14'6" Mastic (5 Rolls / Box)	0	$76.00	☑	$1,672.00
1	POPIT	Box	Pipe Popit Plugs BOX (75/box)	0	$200.00	☑	$200.00
7	PW12	Each	External Wrap - .125 x 12" x 50' Polywrap (2 Rolls / Box)	0	$216.00	☑	$1,512.00
1	FREIGHT	Each	changeover	0	$2,500.00	☑	$2,500.00
							$52,000.00

Total Weight 0 **Total** $52,000.00

Applicable taxes will be applied at time of sale.

Office

Foley does not accept returns

This Quote is hereby accepted by Customer and Customer hereby orders the Products as listed in this Quote subject to Foley Products Company's Terms and Conditions which are viewable and available at FoleyProducts.com. and are hereby incorporated as an integral part hereof and the Terms and Conditions of this Quote. In case of a conflict between any Purchase Order from Customer and Foley Products Company's Standard Terms and Conditions, notwithstanding any statement in Customer's Purchase Order which may be contrary to Foley Products Company's Terms and Conditions, Foley Products Company's Term and Conditions shall prevail.

Customer: Name listed above
By: _____
Printed Name of Signatory: _____
Title: _____
Date: _____

Signatory warrants and represents he/she has the authority to execute the acceptance of the Quote on behalf of the Customer.

Directions:

CITY OF GRIFFIN
FY24 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

◉ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

○ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity — Pre-Cast Concrete Box Culverts

Detail the research that has been done to qualify this for selected method of procurement:

Supplier/Source Name/Address: **Foley Products Company**

Supplier/Source Contact: **Christian Gaston** **Phone:** **678-794-9511**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

There is a failing pipe between concrete vaults that is causing a sinkhole. The pipe bvetween the concrete vaults needs to be taken out and properly installed with 6X5 pre-cast box culverts. There are two other companies, Oldcastle Infrastructure and County Materials Corporation, that do not have the sizes needed for this project. Foley Products Company is located in Georgia and can provide the size of pre-cast box culverts needed.

Is this a 1-time procurement? Estimated expenditure- one-time X OR - annual spend ____

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

The 6X5 pre-cast concrete box culverts will be used in modifiying the current conveyance. Foley Products Company is the only sourcethat can provide the size needed in order to properly fix the sinking issue.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 5/23/2024 Requestor: [signature]

Department: Stormwater Dept Accting Code: 560-4720-53-1120 Phone: 470-771-3144

Purchasing Use Only ⇩			**Finance Approval:**
Comment:			
Date Processed:	Date Posted to GPR:	Solicitation #:	
Outcome:			
Awarded Sole Source:	Issued PO/Contract:	Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

P.O. Box 2447

Columbus, GA 31902

Phone: (770) 251-0296

Fax: (770) 254-2223

SALES ORDER

Job #: 24-16562

Order Date: 4/11/2023

BidDate:

Customer Name: ALLBIDDERS

,

Contact:

Phone : **Fax:**

Job Name: Jeremy Kenway

, GA

Contact Email Address:

SalesRep: Other - to be assigned

SalesRep Phone:

SalesRep Email:

Terms: NET 30 DAYS **PO:** **DOT:**

Qty	Item	UOM	Description	Weight	Unit Price	TX	Extension
Structure:	BoxCul			Station:			
84	LSBC	Each	6x5x84	0	$549.00	☑	$46,116.00
22	MAS1.25	Each	1-1/4" x 14'6" Mastic (5 Rolls / Box)	0	$76.00	☑	$1,672.00
1	POPIT	Box	Pipe Popit Plugs BOX (75/box)	0	$200.00	☑	$200.00
7	PW12	Each	External Wrap - .125 x 12" x 50' Polywrap (2 Rolls / Box)	0	$216.00	☑	$1,512.00
1	FREIGHT	Each	changeover	0	$2,500.00	☑	$2,500.00
							$52,000.00

Total Weight 0 **Total** $52,000.00

Applicable taxes will be applied at time of sale.

Office

Foley does not accept returns

This Quote is hereby accepted by Customer and Customer hereby orders the Products as listed in this Quote subject to Foley Products Company's Terms and Conditions which are viewable and available at FoleyProducts.com. and are hereby incorporated as an integral part hereof and the Terms and Conditions of this Quote. In case of a conflict between any Purchase Order from Customer and Foley Products Company's Standard Terms and Conditions, notwithstanding any statement in Customer's Purchase Order which may be contrary to Foley Products Company's Terms and Conditions, Foley Products Company's Term and Conditions shall prevail.

Customer: Name listed above
By: _____
Printed Name of Signatory: _____
Title: _____
Date: _____

Signatory warrants and represents he/she has the authority to execute the acceptance of the Quote on behalf of the Customer.

Directions:

CITY OF GRIFFIN
FY24 SOLE BRAND/SOLE SOURCE/ SINGLE SOURCE JUSTIFICATION

Request Type and Details (select one)

○ **Sole Brand*** – The item(s) requested have unique performance features (branded) not found in other items but is available on the open market from multiple sources. OEM repair parts are considered sole brand and possibly sole source.

◉ **Sole Source** – The item(s) requested has necessary features and **only one** supplier is capable of satisfying the requirements. A situation where a manufacturer has only one authorized distributor would be classified as sole source, such as parts only available from the manufacturer. Sole source justifications must be re-submitted annually.

○ **Single Source** – The procurement is very similar in nature to Sole Source, although two or more suppliers can satisfy the requirements. The department has 'substantial reasons' for selecting one supplier. A good example would be an IT department buying standardized equipment from a single source for increased warranties and volume discounts or repair from a single authorized repair source.

Provide a description and identify the make/model of the item and quantity: Pre-Cast Concrete Box Culverts

Detail the research that has been done to qualify this for selected method of procurement:

Supplier/Source Name/Address: **Foley Products Company**

Supplier/Source Contact: **Christian Gaston** **Phone:** **678-794-9511**

Scope of Work: Provide description of purpose for the request and what other comparable options have evaluated. (Include brand name, model, and vendor name). Can the request be modified to allow for competition?

There is a failing pipe between concrete vaults that is causing a sinkhole. The pipe bvetween the concrete vaults needs to be taken out and properly installed with 6X5 pre-cast box culverts. There are two other companies, Oldcastle Infrastructure and County Materials Corporation, that do not have the sizes needed for this project. Foley Products Company is located in Georgia and can provide the size of pre-cast box culverts needed.

Is this a 1-time procurement? Estimated expenditure- one-time X OR - annual spend ____

Exclusive Capability: Provide a detailed description of the goods/services needed and the proposed source's unique capabilities and/or performance of work and why this is the only source.

The 6X5 pre-cast concrete box culverts will be used in modifiying the current conveyance. Foley Products Company is the only sourcethat can provide the size needed in order to properly fix the sinking issue.

Requestor Information

I hereby certify the validity of the information and feel confident this justification for sole brand / sole source meets the criteria and would withstand a vendor protest or an audit .

Date of Request: 5/23/2024 Requestor: [signature]

Department: Stormwater Dept Accting Code: 560-4720-53-1120 Phone: 470-771-3144

Purchasing Use Only ⇓		**Finance Approval:**	
Comment:			
Date Processed:	Date Posted to GPR:	Solicitation #:	
Outcome:			
Awarded Sole Source:	Issued PO/Contract:	Competitive Bid:	Protests:

* Sole Brands are specific items that may be available on the open market from multiple dealers. Sole BRAND purchases may possibly be treated as a single source if properly justified. Standardization throughout the City (i.e. Dell technology purchased direct from Dell for volume discounts and Ford fleet vehicles purchased from Speedway for warranty and other reasons) would be examples of sole brands treated as single sources.

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider an amendment to the Downtown Urban Redevelopment Plan and consider a Resolution designating the Downtown Development Authority of the City of Griffin, Georgia as the Board of Directors of the Urban Redevelopment Agency of the City of Griffin, Georgia. *City Attorney, Andrew J. Whalen III will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

For funding purposes, the Downtown Urban Redevelopment Plan needs a minor amendment to the Redevelopment Action Plan Status Report and the 2022 Redevelopment Plan Project List regarding improvements as specific projects to both the parking deck at One Griffin Center and roof repairs to One Griffin Center. The Resolution designates the Board of Directors of the Downtown Development Authority as the Board of Directors for the Urban Redevelopment Agency of the City. Directors shall serve terms that coincide with their appointed terms as Directors of the Downtown Development Authority. Any prior delegation of redevelopment powers to another authorized entity is hereby revoked and rescinded.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The Urban Redevelopment Agency has the ability to issue revenue bonds for projects within the Urban Redevelopment Area, which includes One Griffin Center. Bonds are a more fiscally conservative way to fund larger projects for municipalities that may not otherwise be fiscally possible.

Submitted By:
Chad Jacobs

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Downtown_Griffin_URP_Final_2022_with_Appendix_and_minor_amendments.pdf
Resolution URA Plan Board 052824.pdf

CITY OF GRIFFIN DOWNTOWN REDEVELOPMENT PLAN

November 2022
Revised May 2024



Prepared by Three Rivers Regional Commission

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Acknowledgements

Griffin City Commission

Douglas S. Hollberg, Mayor

Cynthia Ward, District 1

Cora Flowers, District 2

Holly Murray, District 3

David Brock, District 4

Truman L. Tinsley III, District 5

Rodney McCord, District 6

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Michelle Haynes, Principal Planner

Regional Commission Staff

Paul Jarrell, Project Planner

Stephanie Wagner, Planner

Shari Selch, GIS Technician



Process and Stakeholder Engagement

The City of Griffin Downtown Urban Redevelopment Plan process involved engagement with city staff regarding current needs and priorities regarding the future of the downtown core of the city. A kick-off public meeting was held at the Historic City Hall where many stakeholders, residents, property owners, and downtown council staff attended.

The city put together an advisory committee with key downtown constituents to help guide the plan update. The committee met to discuss key aspects of downtown redevelopment topics.

The committee and planning team conducted two "walk-about" events to canvass the downtown area for special needs and observe important redevelopment opportunities.

Advisory Committee
Ross DeBono, Downtown Council and Main Street Board
Todd Gulledge, The Cotton Mill
Jason Chance, Downtown Development Authority
Bruce Ballard, Griffin – Spalding County Schools
Cindy Jones, Chamber of Commerce
Newton Galloway, Galloway & Lyndall LLP
Alison Pollard, Chamber of Commerce
Jude Fils-Aime, Sealth Inc.
Latonia Fils-Aime, Fils-Aime & Associates
Josh Abernathy, City Church and Downtown Council

Section 1- Introduction

Purpose

The purpose of this Griffin Downtown Redevelopment Plan (URP) is to support the City of Griffin and its partners to revitalize the downtown area and stimulate sustainable economic growth. It also serves as an update to the 2008 Urban Redevelopment Plan. Long-term goals, themes and strategies can be found in this plan.



The plan specifically lays out the current conditions showing the need for an urban redevelopment plan, concepts that could be implemented as part of future redevelopment efforts, and an implementation plan that includes tools and action steps.

Implementation of this plan and other redevelopment powers are granted to the City of Griffin through the Georgia Urban Redevelopment Act, O.C.G.A Title 36, Chapter 61 also titled the "Urban Redevelopment Law". Other tools and programs that support redevelopment projects and initiatives are mentioned in Section 3 of the plan.

The Act defines an urban redevelopment area as an area considered a "slum" or blighted area designated as appropriate for urban redevelopment projects. Blighted or "slum" areas contain a substantial number of buildings and structures, both residential or nonresidential which are dilapidated or deteriorated, defective or inadequate street layout, deteriorated sites, faulty lot layout (accessibility, usefulness, unsafe conditions), tax or other assessment delinquency exceeding fair value of the land, other conditions which endanger life or property, or any combination of factors that impairs growth of the municipality, slows the provision of housing accommodations, contributes to economic or social liability, and is a menace to the public health, safety, morals, or welfare by its present condition and use.

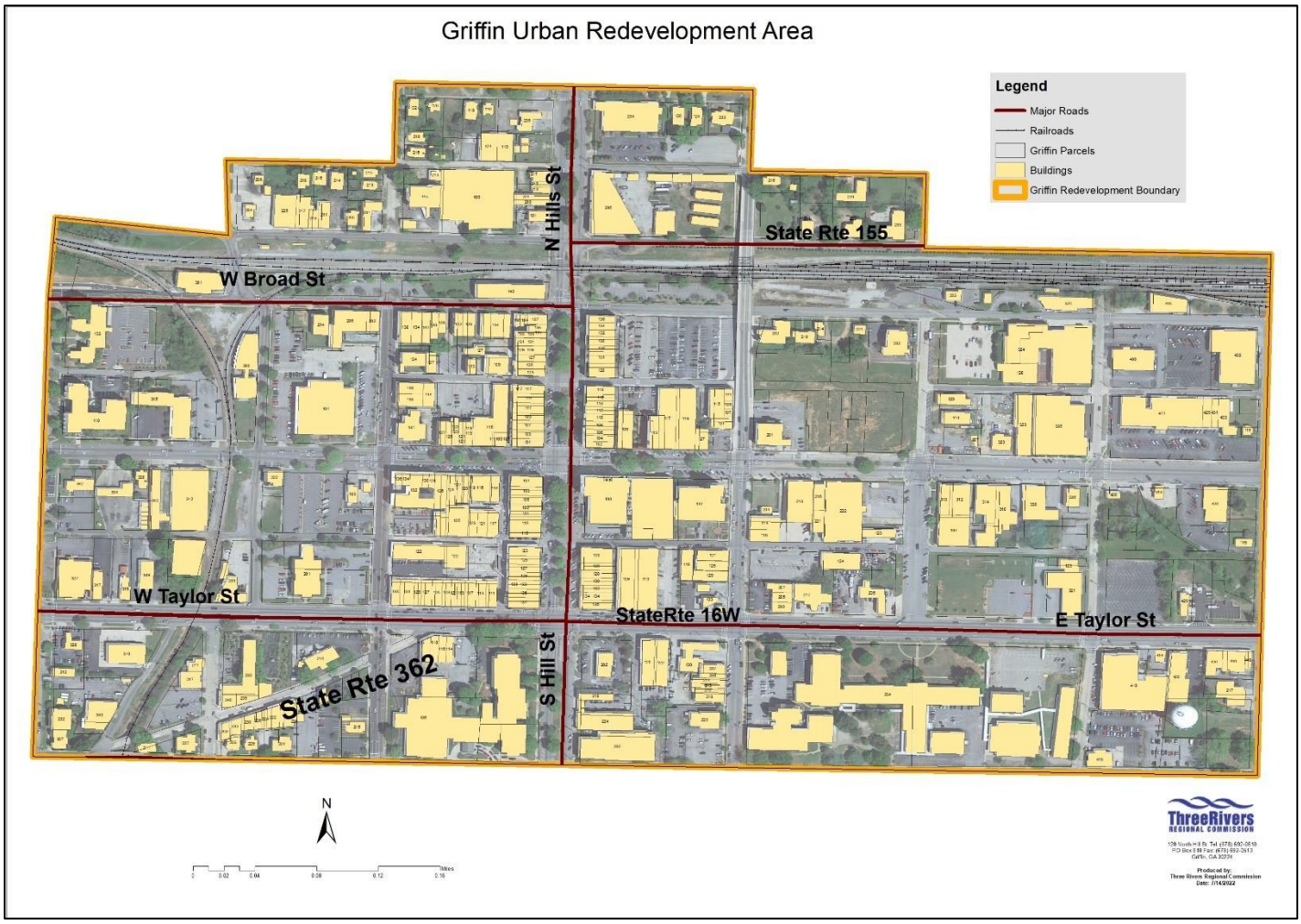
Urban Redevelopment Plan Boundaries and Description

The area is bound by 10th Street to the west, 3rd Street to the east, roughly Chappell Street to the north and Poplar Street to the south. The URP area includes the official central business zoning district plus adjacent blocks containing commercial and residential uses.

Unique in comparison to other southern towns and other towns of similar size in the region, downtown Griffin's streets are laid out in a grid pattern. Taylor and Hill Streets serve as the two main arteries, funneling car traffic through the area. Both Hill and Solomon Streets have recently undergone streetscapes.

The boundary traverses significant physical barriers including Taylor Street and the Norfolk Southern Railroad. Future redevelopment efforts will focus on increased access and connectivity across these perceived and realistic obstacles.

Downtown Griffin URP Area Map



Plan Consistency with the Local Comprehensive Plan

The 2018 Griffin Comprehensive plan specifically mentions the previous downtown redevelopment plan as part of the city's economic development strategy. The plan includes priority goals and policies supporting comprehensive downtown redevelopment and should be considered as part of the implementation of the URP. The following policy statements and implementation strategies are taken directly from the comprehensive plan. Goals and concepts from this urban redevelopment plan will be supported and carried into the next update of the comprehensive plan. That plan is due to be updated in the fall of 2023.



Economic development and redevelopment:

- A comprehensive approach to economic development to create a vibrant community
- Encourage development strategies which promote a live, learn, work, play and retire model for the City
- Establish public-private partnerships with developers that primarily focus on neighborhood revitalization
- Promote downtown revitalization
- Create business improvement districts and community improvement districts
- Embrace local history and the preservation of historic resources and neighborhoods
- Promote adaptive reuse of historic buildings
- Provide infrastructure necessary to promote economic development in a sustainable manner

Housing:

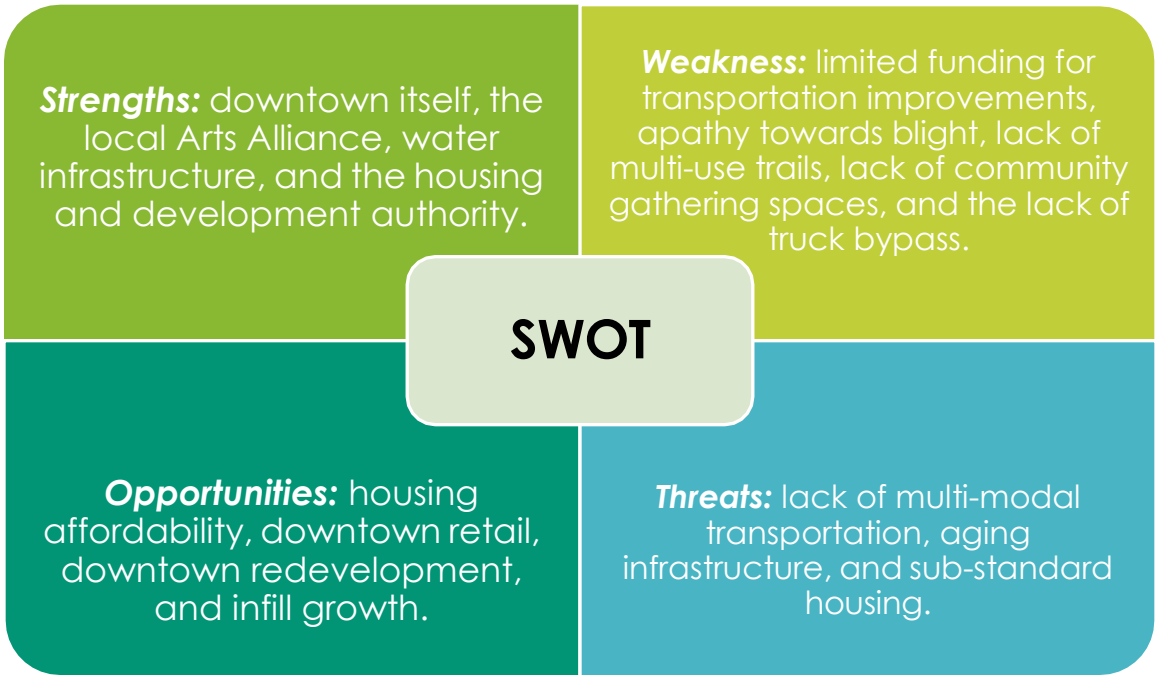
- Promote appropriate infill housing
- Promote mixed use housing development
- Promote housing around existing community facilities and amenities
- Continue evaluation of housing and property maintenance codes

Transportation and public infrastructure:

- Promote multi-modal transportation network including the expansion of sidewalks, greenways trails, and bike lanes
- Establish public-private partnerships for the establishment of public transit options
- Research and seek to adopt a local Complete Streets policy
- Promote the beautification and increased functionality of highway corridors within the city

- Increase infrastructure that supports electric cars and other future transportation needs
- Provide infrastructure and resources to support sustainability and new development
- Neighborhood parks

The comprehensive plan included a Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis. The SWOT mentioned a number of items that relate to the redevelopment efforts.



The Needs and Opportunities section of the plan listed issues that the City of Griffin should address to advance the future vision. These include:

Needs

- Public buy-in with local city initiatives
- Additional community gathering spaces
- Address high poverty level
- Pursue ways to encourage a live, work, and stay community
- Increase options for entertainment and night life
- Address blight
- Address substandard properties
- Need higher density housing close to amenities
- Increase economic diversity and tax base
- Attract more small businesses

- Promote comprehensive downtown revitalization
- Promote the use of preservation tax incentives for the rehabilitation of historic structures
- Additional downtown events
- Promote Griffin's livability and small town lifestyle
- Increase public transportation options
- Increase bike and pedestrian network and connectivity
- Create multi-modal and alternative transportation options
- Need for truck bypass around downtown
- Increase mixed-use developments
- Reduce vacancy rate of commercial spaces
- Lessen the proliferation of auto-oriented land uses along Taylor and Experiment Streets
- Identify additional historic properties and districts
- Promote local history and cultural sites
- Additional greenspace and parks

Opportunities

- Residential infill opportunities
- Housing rehabilitation programs
- The city land bank to address substandard housing
- Availability and improvements of public infrastructure and utilities
- Feasibility of a truck bypass around downtown
- Increased opportunity for mixed use development
- Promotion of appropriate infill development and ordinance
- Increased intergovernmental collaboration
- Griffin Housing Authority redevelopment efforts
- Local organizations, churches, and citizens
- Neighborhood partnership focused on revitalization
- Increased preservation and re-use of historic buildings
- Assessment and inventory of historic structures
- Preservation of local history through Griffin-Spalding Archives
- New recreational facilities and parks

In the future land use section of the comprehensive plan, downtown Griffin was designated a specific character area. The Department of Community Affairs (DCA) defines a Character Area as a specific area within the community that contains unique or special characteristics to be preserved or enhanced. Downtown Griffin certainly fits this definition and this redevelopment plan is intended to promote the preservation and enhancement of the area. Each character area includes a description of desired development patterns, preferred land uses, and implementation strategies. Those listed in the comprehensive plan support the overall goals and strategies of this urban redevelopment plan.

Development Patterns:

- Promote mixed-use development within the area
- Continue to encourage residential above commercial storefronts
- Promote the adaptive reuse of historic structures
- Enhance connectivity by maintaining sidewalks and creating other pedestrian-friendly trail/bike routes linking to neighboring residential areas and major destinations
- Encourage shared parking among uses
- Promote the redevelopment and enhancement of alleyways

Primary Land Uses:

- Commercial (retail and office)
- Mixed-use development
- Multi-family residential
- Public/Institutional

Implementation Strategies

- Enforce updated infill ordinance
- Maintain existing sidewalk network to connect downtown with adjacent neighborhoods
- Promote sensitive building rehabilitation that is in keeping with a building's existing architectural style and scale
- Continue to promote the use of façade grant program
- Incorporate bike lanes and other bike infrastructure such as bike racks for increased accessibility
- Incorporate landscaping of parking lots
- Incorporate quality signs that are scaled and placed appropriately
- Protect tree canopy

Section 2 – Assessment of Need

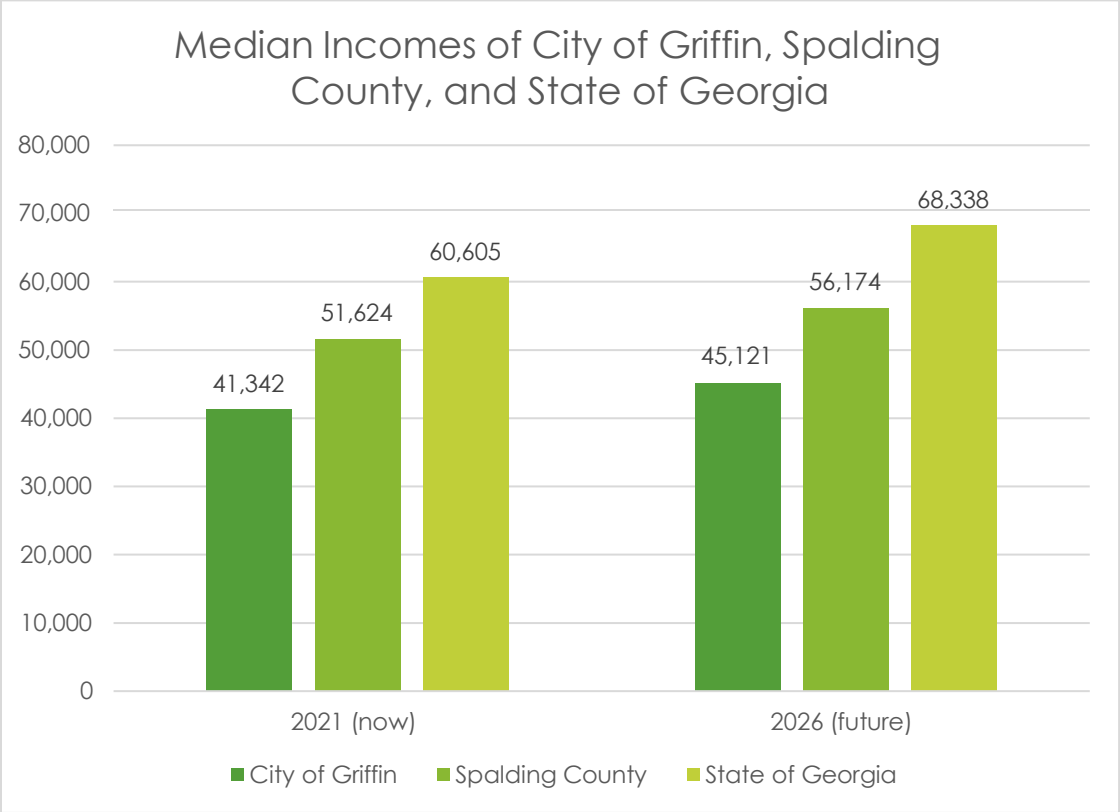
Demographics

This section of the plan discusses various demographics that relate to the redevelopment needs of downtown Griffin.

Historical and Estimated Population Change							
Area	**Year**			**Historic Population Change 2010-2020**		**Estimated Population Change 2020-2026**	
	2010	2020	2026 Estimated	#	%	#	%
City of Griffin	23,656	23,478	25,482	-178	-0.75%	2,004	7.86%
Spalding County	64,073	66,043	72,996	1,970	3.07%	6,953	9.53%
State of Georgia	9,687,653	10,711,908	11,392,648	1,024,255	10.57%	680,740	5.98%
*Source: U.S. Census, *ESRI Forecasts*							

In the last 10 years, the City of Griffin has decreased in population by 0.75% versus the Spalding County growth rate of 3.07% and the state rate of 10.57%. The 2010 and 2020 population counts come directly from official census record and may not reflect local projections. The City of Griffin is estimated to increase in population by 7.86% over the next 5 years, which is higher than the state rate of 5.98% but lower than the county rate of 9.53%. In total, slightly over 2,000 persons are estimated to be added to the City of Griffin population by 2026.

The median income for households in Griffin is $10,282 (20%) less than residents in Spalding County and $19,263 (32%) less than residents in the State of Georgia.



In 2021, Griffin residents make 19.92% less than Spalding residents, and 31.78% less than Georgia residents. In 2026, Griffin residents are estimated to make 19.68% less than Spalding residents, and 33.97% less than Georgia residents. Source U.S. Census and ESRI Forecasts.

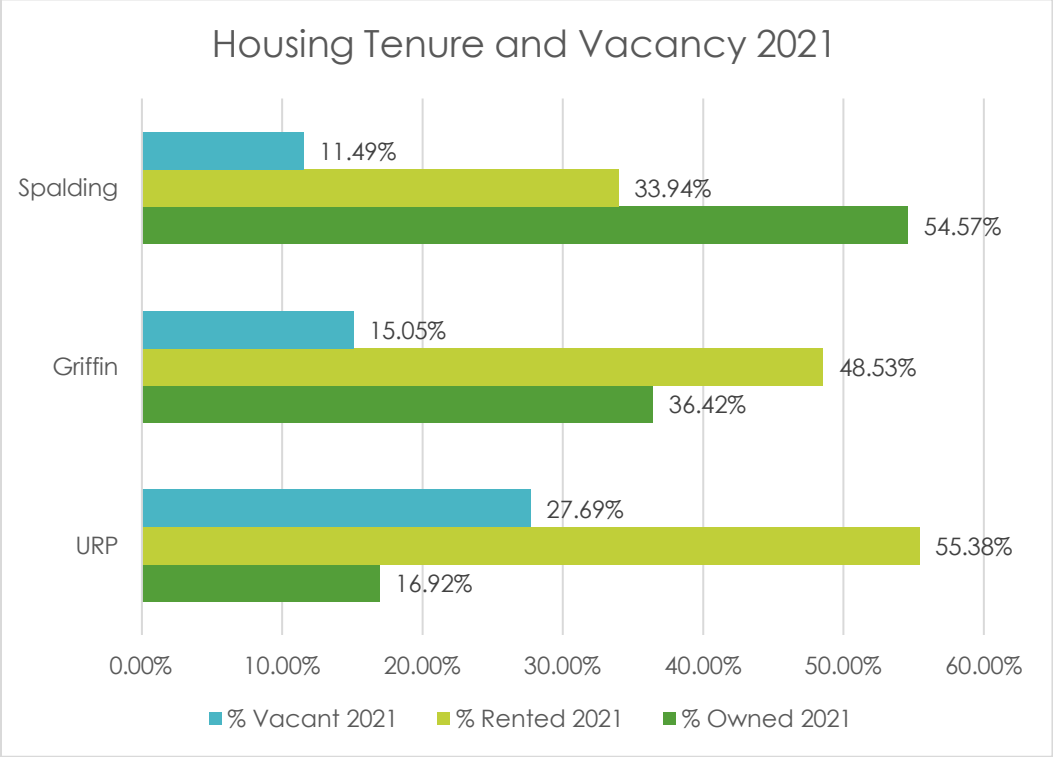
Household Poverty Rate		
Geography	**Number**	**Percentage**
URP Area	20	41%
City of Griffin	2,050	22.9%
Spalding County	4,194	17%
Source: US Census, (ACS 2015-2019 estimates)		

An estimated 41% of households in the URP Area lived below the poverty level in 2015-2019 compared to 23% in the City of Griffin and 17% in Spalding County. The percentage of poverty is likely attributed to the minimal number of single-family residential units in the study area which are primarily low income households.

Business and Residential Comparison			
Geography	Total Businesses	Total Employees	Residential Population
URP Area	300	2,471	107
City of Griffin	1,416	14,327	24,650
Source: ESRI, 2021 Data Axle, Inc.			

The residential population is much smaller than the number of employees in the downtown area.

Housing Profile									
	URP Area			City of Griffin			Spalding County		
	2010	2021	2026	2010	2021	2026	2010	2021	2026
Total Housing Units	63	65	67	10,530	11,020	11,552	26,777	28,854	30,961
Occupied	47	47	49	8,945	9,361	9,693	23,565	25,539	27,237
Owner	12	11	12	3,517	4,013	4,254	14,362	15,745	17,359
Rented	35	36	37	5,428	5,348	5,439	9,203	9,794	9,878
Vacant	16	18	18	1,585	1,659	1,859	3,212	3,315	3,724
Source: U.S. Census, 2010 Summary File, ESRI Forecasts									



The housing vacancy rate in the study area is higher than both the city limits of Griffin and Spalding County.

Inventory of Housing Units Over the Last Decade				
Area	# Units 2010	# Units 2021	# Change Units 2010-2021	% Change Units 2010-2021
Plan Area	63	65	2	3.17%
City of Griffin	10,530	11,020	490	4.65%
Spalding County	26,7777	28,854	2,077	7.76%
Source: U.S. Census, Census 2010, ESRI Forecasts				

Over the last decade, the planning area has added housing inventory at a slower rate than the city and county. The county has over double the percent change of housing unit growth than the planning area. Since 2021, there has been an influx of loft residential conversions which is not reflected in the present inventory.

Existing Conditions

Negative Conditions

Despite the great assets that exist in downtown Griffin, many areas need improvement to take downtown to the next level of economic prosperity and revitalization. Opportunity to address critical issues still exists. Retail has increased yet there exist many empty spaces, especially at key intersections where visible blight is most apparent. The greatest needs and issues are outlined below.

Negative conditions in the area:

- Vacant spaces and structures
- Vacant lots and underutilized parcels
- Aging public infrastructure
- Lack of greenspace, parks, and community gathering space
- High volume traffic and connectivity barriers

Vacant spaces and structures. This occurs in existing buildings and in underutilized lots within the URP area. The rate of vacancy may not be alarming but enough is present to where it visually creates a sense of a lack of vitality. This type of blight occurs predominately along the edges and entryways of the downtown area which attributes to a negative first impression to would be patrons, citizens and visitors.



Vacant space on ground level of the old Griffin Hotel



Vacant retail space along Broad Street



Vacant retail space along East Solomon



Two levels of vacant commercial space along 6th Street

Vacant lots and underutilized parcels. These spaces contribute to visual blight and could be put into productive use. These exist as empty lots and as overbuilt parking lots that are never filled to capacity.



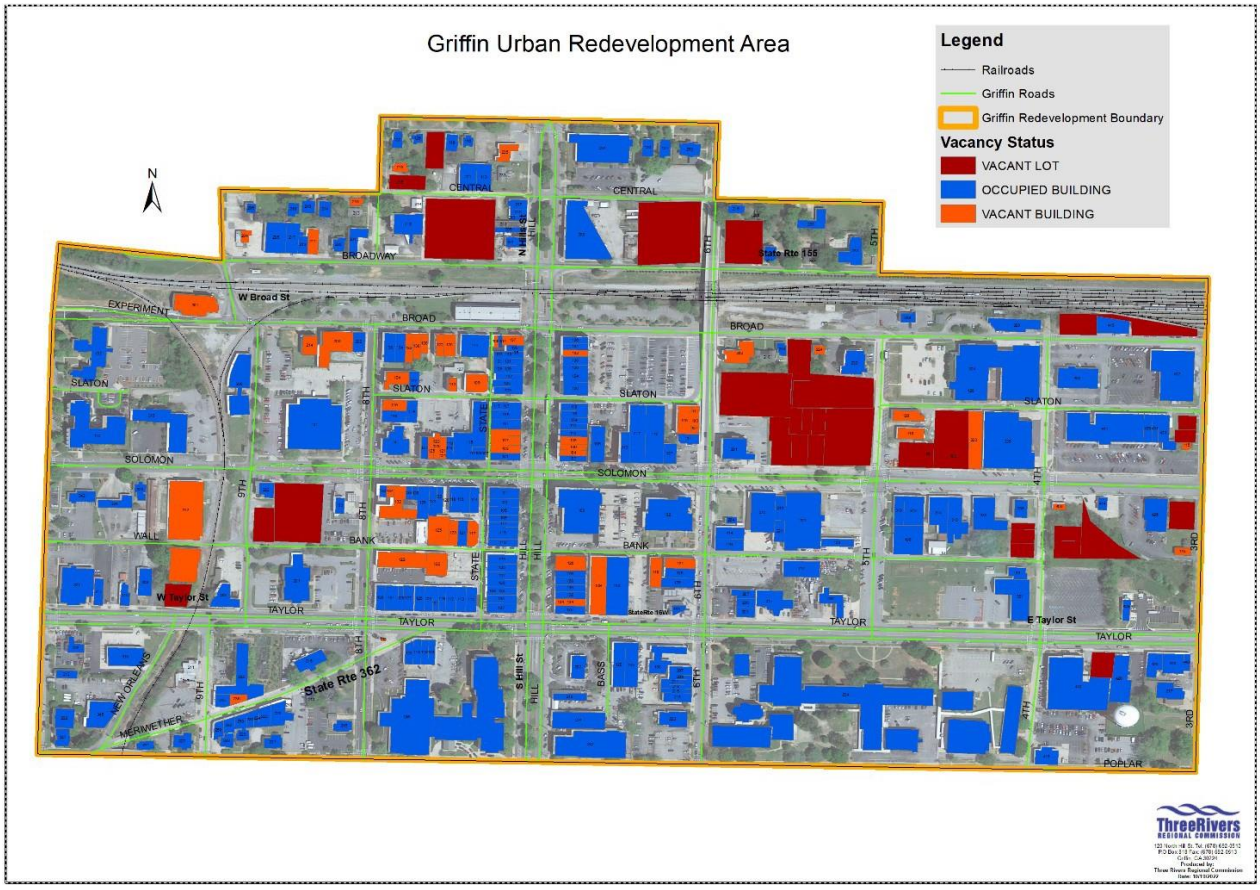
Vacant slab along Norfolk Southern RR and Central Avenue



Vacant lot along Broad Street and 6th Street

The map on the following page shows existing distribution of vacant lots and buildings within the urban redevelopment area.

Downtown Griffin URP Vacancy Map



Aging public infrastructure. Critical downtown public infrastructure in various locations and along highly traveled corridors has deteriorated. Examples include old light poles, hazardous sidewalk conditions, nonexistent sidewalks and utility infrastructure intrusion.



Example of the current condition of sidewalks along the north side of Taylor Street.



Current government parking deck along Solomon Street.

Other public infrastructure needs to address in the redevelopment plan are the public parking facilities. Existing parking lots are underused and in need of beautification. One of the most important public infrastructure projects and a top priority of the city is the replacement of the 1970s government parking deck. The deck requires immediate structural repairs. Other improvements will increase functionality and aesthetics.



Example of the current condition of sidewalks along the north side of Taylor Street.



City and county owned parking lot located east of Hill Street and south of Broadway.

Lack of greenspace, parks, and community gathering space. Downtown Griffin is also deficient of general greenspace and ample tree canopy. Greenspace in downtowns creates a place to cool down, picnic, to gather as a community. The majority of the green "spaces" in the downtown area exists along the boulevards of Hill Street and Solomon Street. These tree lined corridors beautify and soften the hardscape of structures. The City of Griffin has created, in recent years, pocket parks from vacant lots and spaces where a building once stood. While useful, these spaces are not enough to make up for the larger scale greenspace needed within the downtown.



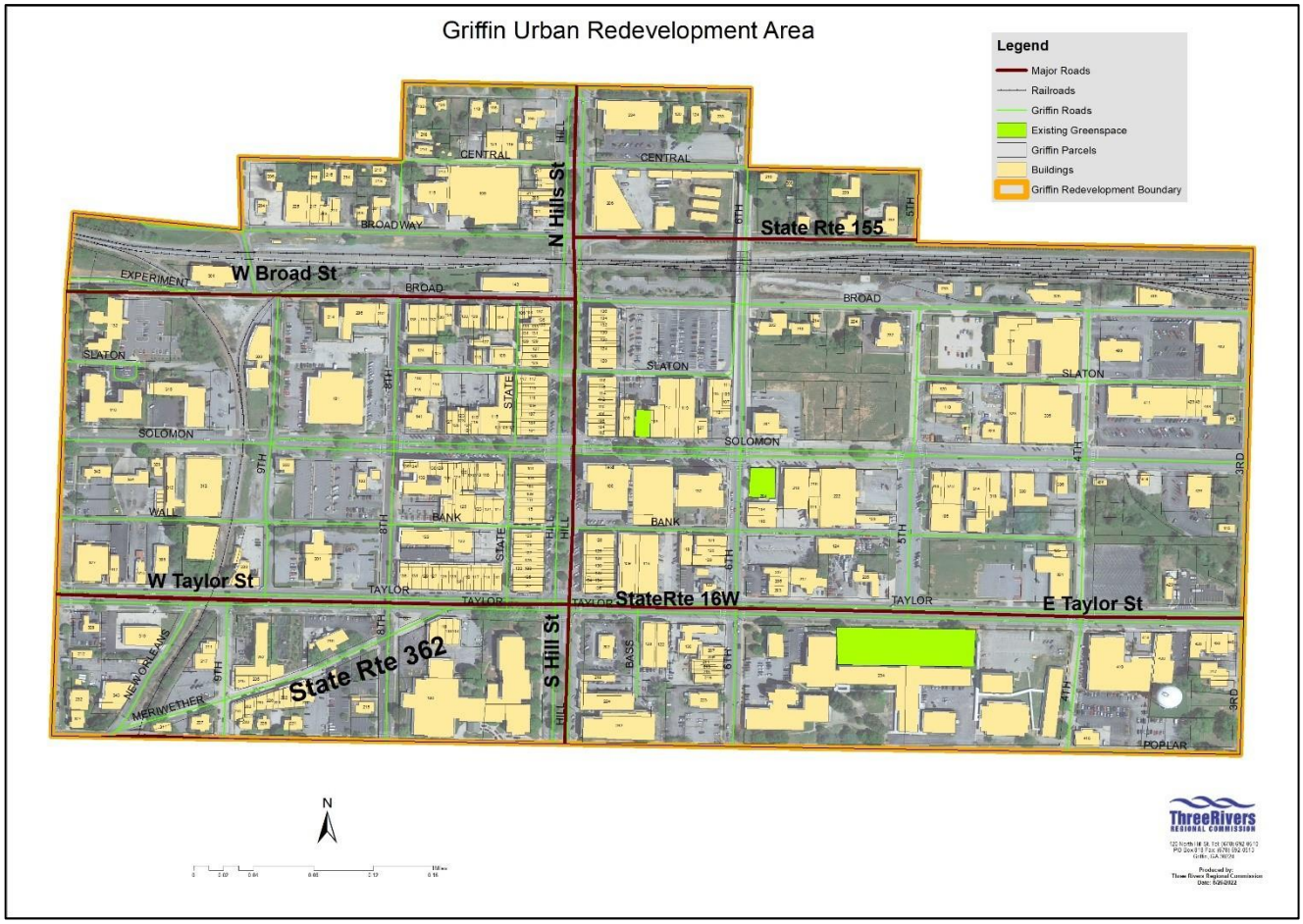
Pocket park created in the former footprint of the Imperial Theatre along Solomon Street

Downtown Pocket Parks:

- Imperial Theatre Park
- J. William Edwards Pavilion

The other substantial greenspace within the area is the lawn in front of the Griffin Auditorium. This space has limited access and utilization. On the eastern edge of the urban redevelopment area is the historic Oak Hill Cemetery. This is a substantial greenspace and passive park setting that, with increased connectivity, could serve the downtown area.

As shown in the map below, the amount of dedicated greenspace, in comparison to the downtown area as a whole, is minimal. The largest existing greenspace is the lawn area at the Griffin Auditorium complex. Though seems extensive on the map and does contribute aesthetically to the area, is nonfunctional. The provision of greenspace and parks within a downtown is an important factor in downtown redevelopment and the overall revitalization of the area.



High volume traffic and connectivity barriers: Another critical need to address in the redevelopment of downtown Griffin are existing traffic hazards and barriers to pedestrian connectivity. The core of downtown is bordered on the north by the Norfolk Southern Railroad yard and south by Georgia State Route 16 (Taylor Street).

Taylor Street is a four lane roadway with median turn lane and a major freight corridor with high traffic volume. This creates a physical and perceptual barrier to this part of the

downtown area, especially for pedestrians. Although there are existing crosswalks, the volume of traffic and distance one has to traverse, remains an issue.



GA State Rroute 16 (Taylor Street) near the intersection of 5th Street

A second State Route, GA 155, traverses downtown bringing additional truck traffic. A goal that has been a priority for the City of Griffin for many years is the relocation of State Route 155 away from the downtown area and to a roadway east of the area. State Route 155 enters the city from the south, along Hill Street, through downtown where it turns right and uses Broadway Street. Moving State Route 155 from Hill Street and Broadway Street would help reduce the volume of through traffic, especially trucks, and increase safety in the heart of downtown.



GA State Route 155 (Broadway Street) entering downtown from the east

Positive Conditions

The redevelopment need of downtown Griffin is apparent in a number of areas as previously described. Alongside those remaining areas in need of improvement, there have been a number of positive projects to have taken place since the previous urban redevelopment plan was completed. It is worth mentioning these accomplishments to give leverage to future initiatives and redevelopment efforts. These catalytic projects show the potential for the future growth and development of downtown Griffin.

Noteworthy Completed Projects:

- Streetscapes
- Restoration of Historic city hall
- Reconstruction of 6th Street bridge

Streetscapes: Streets within downtown Griffin have undergone beautification efforts and transportation improvements and streetscapes have been one of the main areas of improvement since the previous redevelopment plan. Hill Street, along with 5th Street and Solomon have all undergone a combination of road diet, beautification, and enhancements of parking and pedestrian facilities.



Hill Street and Solomon Street intersection



Mid-street crossing along Solomon Street

These improvements created safer and more pedestrian friendly environments along the established corridors of Hill Street and Solomon Street. On the east side of downtown the Solomon Street streetscape and 5th Street streetscape create enhanced access for existing businesses and the foundation for future redevelopment efforts.



5th Street before and after streetscape project

Restoration of Historic city hall: A major success story for downtown Griffin is the restoration and re-use of the Historic city hall. The structure sat empty for many years, unused and a blight on the eastern side of downtown. Historic City Hall is a contributing property to the National Register listed Griffin Commercial District. The city undertook a meticulous restoration of the beaux arts building and created office and community meeting space. The project received an award for excellence in rehabilitation by the Georgia Trust for Historic Preservation.



The project not only included the structure itself but also involved the purchase of adjacent parcels for a future catalytic project. As previously mentioned, the area would be well suited for a greenspace or other outdoor community venue.



Historic City Hall after restoration

Reconstruction of 6th Street Bridge: The replacement and reconstruction of the historic 6th Street bridge was a major undertaking in downtown Griffin. To many, the loss of the historic iron truss bridge was a loss of a major historic landmark. But, with its replacement came increased safety and pedestrian access all while replicating the historic feel of the former structure. The Sixth Street bridge offers a vital railroad crossing, as the at grade crossing along Hill Street is often blocked by local trains. This bridge also offers an additional connection to adjacent neighborhoods and the portion of downtown north of the railroad.



The new 6th Street bridge from Broad Street

Section 3 - Redevelopment Concepts

The following broad concepts are intended to guide future redevelopment projects, help address the needs in the previous section and assist the city and its development partners to envision what existing spaces, sites and structures, within the urban redevelopment area could become. Ideas and concepts were derived from the "Walk-About" events, surveys, and committee discussions that included projects already conceived from prior proposals. These concepts also take into account the specific redevelopment needs presented in the previous section of the plan.

Residential and Mixed Use Infill

Downtown Griffin contains much opportunity for residential and mixed-use infill. Increasing the number of downtown residents would be a significant positive. Vacant lots, underutilized parking lots, and lots with non-historic, non-functional structures are ideal for conversion into residential use.



Infill opportunity along 3rd Street



Infill opportunity along Broad Street



Infill opportunity along Solomon Street



Infill opportunity along 4th Street

Below are examples of types of infill development that could be replicated in the downtown Griffin area.



Example: Mixed use rendering from the City of Warren, Michigan



Example: Mixed use infill example from Woodstock, Ga



Example: Mixed use infill example from Woodstock, Ga



Example: Residential infill adjacent to mixed use example from Woodstock, Ga



Example: Residential infill example from Woodstock, Ga

Adaptive Reuse of Structures

Downtown Griffin's built environment includes a many unique historic structures that offer opportunities for adaptive reuse and redevelopment. The Hill Street corridor, with its historic commercial storefronts, has the highest concentration of structures. Many of these continue to see new businesses locate on the bottom floors while loft conversions continue on the upper floors.

Types of Historic Structures:

- ✓ Old hotels
- ✓ Industrial
- ✓ Commercial structures
- ✓ Old gas/service stations
- ✓ Old abandoned churches



Vintage photo of former Griffin Hotel at the intersection of Solomon Street and 8th Street

Old Hotels

Two former hotel structures are located in downtown Griffin. The Hotel Spalding and Griffin Hotel. The latter contains current retail on the ground floor while the Hotel Spalding remains vacant.

Both structures' upper floors offer space for a boutique hotel, office space, or condominiums.



Current photo of former Hotel Spalding at the intersection of Taylor Street and Hill Street



Example: Hawthorne Suites in Rome, GA



Exmaple: The Fitzpatrick Hotel in Washington, GA

Industrial and Commercial Buildings

Structures previously serving, and some still, industrial uses hold the potential for a variety of re-use activities. Successful projects in other communities include loft residential conversions, various retail, event space, and breweries/distilleries.



Current commercial structure along State Alley



Current commercial structure along Bank Street

Other industrial sites within Downtown Griffin, such as the mill below, offer opportunity for redevelopment and adaptive reuse.



Current industrial structure along Broadway and Norfolk Southern Railroad



Example: Gooderham Distillery District in Toronto, Canada.



Example: Oconee Brewing in Greensboro, GA

Old Gas Stations

Downtown Griffin contains a number of small-scale gas/service stations which offer opportunity for re-use as café, coffee shop, informational center, or a bar. There are at least four existing stations in the downtown area with potential for an adaptive re-use project. All but one are located on an entry roadway.



Abandoned service station at the intersection North Hill Street and Broadway



Example: Converted service station in Asheville, NC



Current service station at the intersection of Taylor Street and 5th Street



Example: Brake Pad restaurant in College Park, GA

Historic Abandoned Churches

Two historic African-American churches are located within downtown Griffin. Both are in state of disrepair and are no longer used. Their location makes them a blight on the landscape but also speak to their potential for re-use. Abandoned churches could be adapted for other uses including an event space, office, bar, museum, residence, and a music venue. Any of these options would be viable in downtown Griffin.



Historic 8th Street Church on the west side of downtown



Historic Heck Chapel Church adjacent to the 6th Street Bridge and Historic city hall property



Example: Former church now a café in Eskdale, Victoria, Australia



Example: Former church now event center in Cincinatti, Ohio

Public Infrastructure

Streetscapes and Connectivity

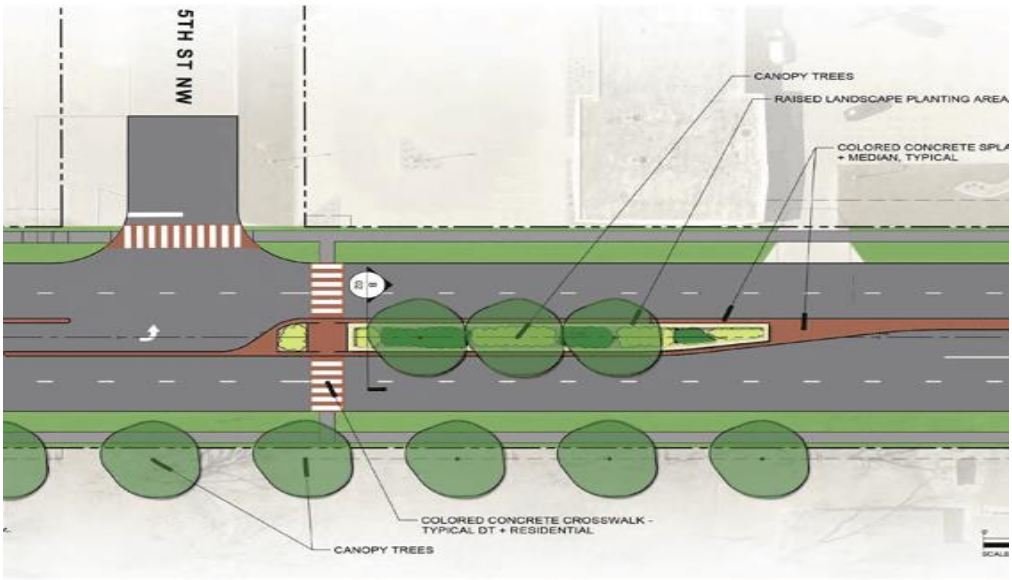
As discussed in the previous section of the plan, the continued streetscapes along other streets is needed. The streetscape concepts completed along the core streets of Hill and Solomon should continue along other connecting streets, where feasible.

This includes possible future bike lanes, sidewalk extensions and improvements, and parking enhancements.

Notably, a first effort towards this is the planned streetscape along Taylor Street. While not in the current scope of work, mid-road landscaped medians, such as those added to 5th Street, would go a long way to improving both safety and aesthetics of the entry corridor.



Photo of Taylor Street from property of First Baptist Church



Example: Rendering of landscape median with turn lanes from Sioux City, IA

Multi-Use Trails: Beyond streetscapes and sidewalks, downtown Griffin has other opportunities for increased connectivity. Trail studies have been conducted and could be implemented in conjunction with this plan.

An existing asset that may work in the city's favor in this regard are the railroad corridors that traverse the downtown area. These rail corridors connect to surrounding neighborhoods, mill redevelopment villages, and other activity centers such as the University of Georgia Griffin Campus.



Historic photo of FDR stopping at Griffin

Two active routes run through the downtown and serve local and regional freight needs. One of these railroads was formerly known as the Georgia Midland and Gulf Railroad and later owned by Southern Railway. This became known recently as the Roosevelt Railroad as it was the route taken by President Franklin Roosevelt to Warm Springs.


Example: Rail-with-trail in Idaho.

The best option will likely be a rails-with-trails type of multi-use path project.

The rails-to-trails and rails-with-trails combined with other route options will serve to increase connectivity to surrounding residential areas to downtown and provide a much needed city-wide recreational amenity.

Railroad viewing platform: Another railroad related asset in downtown Griffin that could be used to promote downtown is the platform on the Griffin Regional Welcome Center. The platform, which is located on the railroad side of the center, makes an ideal train watching venue. A number of communities take advantage of train enthusiasts also known as "railfans" and construct train viewing platforms. The welcome center could also serve as a future multi-use trailhead. The grassy area next to the center could also become a small park space in partnership with the railroad.



Recent photo of platform at the Griffin Regional Welcome Center



Recent photo of the park-like area next to the welcome Center with the potential for a trailhead park



Example: Railfans using a viewing platform in Rochelle, Illinois

Activation of Alley Ways

The facades of structures along Hill Street have seen improvements over the years. But, the rear of the buildings contain a conglomeration of utilities, trash containers, and other aspects that make them unsightly and uninviting. Behind the western block of buildings is a named roadway, State Alley. State Alley along with its adjoining courtyards, could be activated into usable space while enhancing the aesthetics, safety, and overall functionality.



Recent photo of State Alley looking south towards Soloman Street

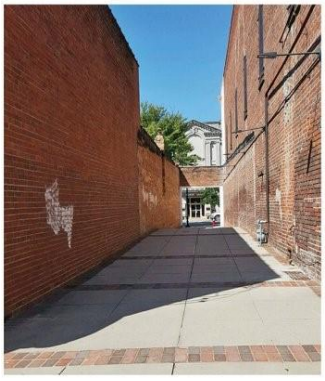




Example: Before and after of alley activated in Seattle, WA

Greenspace and Parks

As described in previous sections, the lack of dedicated greenspace and parks within downtown Griffin is a need that should be addressed as part of future redevelopment efforts. Even if large tracts are not available for greenspace, collectively small pocket parks, and shared spaces can create park-like outdoor settings.





Example: Alley activated in Camden, SC



Recent photo of an semi-improved space formerly occupied by a structure along Broad Street



Example: Shared space in an alley in the City of Brevard, NC

These small pocket parks or "parklets" can be ideal when there is limited public sidewalk widths and space is limited. Alleys, parking spaces, and empty areas where buildings once stood, all make ideal locations for "parklets."



Photo of potential "parklet" spaces along Broad Street in Griffin





Example: "Parklets" in Dallas (left) and in San Francisco (right)

Signage and Wayfinding

Defining the downtown area and increasing wayfinding to businesses and points of interest will contribute to the overall economic vitality and increase accessibility. Two key opportunities for signage are at the entry points into downtown and directional signage for the pedestrian within the downtown area. There are also existing billboards downtown that could be used to help define the identity and improve the aesthetics of the area.



Recent photo of downtown sign used for advertising



Example: Rendering of downtown sign used as welcome signage



Recent photo of downtown Griffin mural/sign to access parking



Example: Wayfinding and directional sign on Adamson Square in downtown Carrollton, GA.

Section 4 – Implementation Plan

Redevelopment Strategies

List of Goals and Strategies

The City of Griffin will implement this redevelopment plan by promoting the goals set forth, encouraging the implementation of the concepts presented, and utilizing the redevelopment tools most appropriate to achieve future projects and desired outcomes.

2022 Griffin Redevelopment Plan Strategies	
Infill Development	
Goal: Maximize land use potential, increase residential and mixed-use development by promoting infill in vacant and underutilized land within downtown Griffin.	
Strategy	**Partners**
Encourage residential development on vacant lots	City of Griffin, Downtown Development Authority
Encourage mixed use development on vacant lots	City of Griffin, Downtown Development Authority
Inventory and map underused and vacant lots for residential development opportunities	City of Griffin, GIS Department
Adopt and update design standards appropriate for developments	City of Griffin, Planning and Zoning, Historic Preservation Commission
Encourage pedestrian oriented design and parking in rear of site	City of Griffin, Planning and Zoning, Downtown Board
Collaborate with Norfolk Southern to implement a quiet zone through downtown and the adjacent DDA area to enhance future residential and community gathering opportunity	City of Griffin, Planning and Zoning, Downtown Board
Partner with service stations/garages to relocate to a more suitable location and enhance gateways into downtown and promote redevelopment	City of Griffin, Planning and Zoning, Downtown Development Authority

Public Space and Parks

Goal: Increase the amount of public space, greenspace and parks within in the downtown area for passive and active community gathering

Strategy	Partners
Inventory and survey what parcels and spaces could be utilized as greenspace, parks, and public use	City of Griffin, Downtown Development Authority, Public Works, Land Bank Authority
Partner with landowners to use spaces for common use	
Create shared spaces and pocket parks passive use and active use such as outdoor dining	City of Griffin, Downtown Development Authority, Public Works
Use public art to enhance areas that need added interest	Griffin Arts Alliance, Griffin-Spalding Schools, Griffin Economic Development and Main Street
Consider designating unofficial greenspaces as public parks	City of Griffin, Public Works
Increase lighting in key areas	City of Griffin, Downtown Development Authority, Main Street
Increase parking and park-like setting with the use of permeable pavers	City of Griffin, Downtown Development Authority, Public Works
Decrease the number of garbage cans and encourage consolidation of solid waste removal	City of Griffin, Downtown Development Authority, Public Works

Connectivity and Access

Goal: Increase connectivity and accessibility for all users by expanding and enhancing transportation and community facilities

Strategy	Partners
Expand streetscapes beyond Hill Street and Solomon Street	City of Griffin, Downtown Development Authority, Georgia Department of Transportation (GDOT)
Conduct streetscape on Taylor Street	
Consider a new crossing at Taylor Street and 5th Street	

Consider landscaped medians along Taylor where middle turn lanes are not needed (8th to 9th and 3rd to 6th)	
Implement multi-use trail and rail trail plans to connect downtown to surrounding neighborhoods, activity centers, and adjacent mill redevelopment	City of Griffin, Spalding County, Griffin-Spalding Transportation Committee
Consider re-opening the 4th Street tunnel for greater access to downtown from the northern residential neighborhoods	City of Griffin, Public Works, Norfolk Southern Railway
Expand sidewalk network along streets that do not have facilities	City of Griffin, Public Works
Increase bike infrastructure such as sharrows, bike lanes, bike racks (6th street example)	City of Griffin, Spalding County, Griffin-Spalding Transportation Committee
Conduct a feasibility study for the relocation of the historic 6th street bridge as a downtown landmark and additional connectivity	City of Griffin, Public Works, Downtown Development Authority, GDOT
Consider the installation of crossing beacons at non-signalized intersections and mid street crossings	

Preservation and Design

Goal: Maintain and enhance the historic identity and sense of place of downtown Griffin by promoting historic preservation, adaptive re-use and quality design standards

Strategy	Partners
Increase education of the Griffin Historic Preservation Commission and its role in design review and other preservation initiatives	City of Griffin, Historic Preservation Commission, DCA HPD
Increase public education on the role and strategies of the Griffin Downtown Development Authority	Downtown Development Authority
Promote the use of the façade grant program	Economic Development and Main Street
Promote the adaptive re-use of historic structures	City of Griffin, Historic Preservation Commission

Promote the history and importance of the Griffin Commercial Historic District	City of Griffin, Historic Preservation Commission, Historical Society
Consider the expansion of the local historic preservation commission district into additional areas within the downtown redevelopment area	City of Griffin, Historic Preservation Commission
Promote the use of state and federal tax incentives for the rehabilitation of structures	City of Griffin, Historic Preservation Commission, Downtown Development Authority
Consider an update of the historic resource survey	City of Griffin, Historic Preservation Commission
Activate alleyways and corridors increased use and safety	City of Griffin, Georgia Power, Griffin Information Technology
Promote the removal and disuse of chain-link fencing`	City of Griffin, Historic Preservation Commission, Downtown Development Authority
Update and enhance design standards such as ordinances and design guidelines	City of Griffin, Planning and Zoning, Historic Preservation Commission

Business Development

Goal: Support the expansion, growth, and exposure of new and existing businesses within the downtown area

Strategy	Partners
Create an 18-hour downtown with expanded and flexible business hours	City of Griffin, Economic Development
Conduct market analysis to determine gaps and needs for increased business	
Continue special events and promotional activities to increase business exposure	City of Griffin, Economic Development, Main Street
Expand and promote the downtown entertainment district	

Wayfinding and Signage

Goal: Utilize quality signage to increase ease of access to businesses and points of interest, wayfinding, and create a defined downtown area.

Strategy	Partners
Install appropriate welcome signage at key locations	City of Griffin, Public Works, Main Street
Update sign ordinance to enhance appropriate signage for downtown	City of Griffin, Planning and Zoning
Install informational and directional kiosks	City of Griffin, Economic Development, Main Street
Use signage and other landmarks to define the edges of the downtown area	
Install appropriate murals for directional and welcome signage	

Future Land Use and Zoning Strategy

Downtown is the historic commercial center of Griffin. Commercial and mixed uses are the predominant land uses in the area and include a number of institutional uses, such as city and county government, the U.S. Post Office, and churches. Land use in downtown Griffin will retain this ratio until redevelopment and infill development, as discussed in Section 3 of the plan, increase additional mixed-use and residential uses. Desired future land use objectives are supported by the current Central Business District (CBD) zoning designation.

Exceptions to Development Regulations

None

Description of Land Parcels to Be Acquired

The City of Griffin in recent years purchased the parcels immediately adjacent to the Historic City Hall building as part of a future project for the space. The City currently does not anticipate the acquisition of any additional parcels within the downtown area as part of any redevelopment projects at this time.

Structures to Be Demolished or Rehabilitated

Rehabilitation projects have been proposed by property owners. Future projects will likely occur as private investment projects and part of overall this redevelopment plan's overall strategy. No full-scale demolition by the city currently planned at this time.

Strategy for Relocating any Displaced Residents

None anticipated. Downtown Griffin contains very view residents especially single family.

Any Covenants / Restrictions to Be Placed on Properties

None

Public Infrastructure To Be Provided

The downtown Griffin redevelopment area is currently served by adequate, yet aging public infrastructure. Transportation infrastructure projects to enhance safety and accessibility such as streetscapes, street maintenance, and the extension of sidewalks remain priorities in downtown. Implementation of future multi-use trail and rail trails remain a viable opportunity to connect downtown to adjacent areas. Future relocation planning of State Route 155 are ongoing in partnership with the Georgia Department of Transportation. Water and sewer service meet current demand but will likely need continued upgrades and repairs. Other public infrastructure projects such as beautification, way-finding signage, lighting, and increased park space will also play a part in supporting future redevelopment in downtown Griffin.

Strategy for Leveraging Private Resources

The City of Griffin will utilize all the resources at its disposal for the implementation of redevelopment projects while maximizing local assets and to leverage private resources. A toolbox of resources and programs are listed below.

Local Redevelopment Powers

The completion of this urban redevelopment plan allows the City of Griffin to pursue enhanced code enforcement, policing, and property acquisition for projects. Refer to the Georgia Redevelopment Act for full authority given to municipalities.

Community Development Block Grant Program (CDBG)

The Georgia Department of Community Affairs administers the federally funded (Housing and Urban Development) progam that is focused on benefiting low-to moderate-income people by providing resources for livable neighborhoods. Funds can be used for purposes such as supplementing financing for development projects, expanding economic opportunities, and improving public facilities.

Specific program areas include:

- ✓ Annual Competition
- ✓ Employment Incentive Program Set Aside
- ✓ Immediate Threat and Danger Set-Aside
- ✓ Innovative Grant Program

- ✓ Redevelopment Fund
- ✓ Revitalization Area Strategies
- ✓ Revolving Loan Fund

Downtown Development Revolving Loan Fund (DDRLF)

The Georgia Department of Community Affairs administers the Downtown Development Revolving Loan Fund (DDRLF). The funds are used to assist cities, counties and development authorities in their efforts to revitalize and enhance downtown areas by providing below market rate "gap" financing to fund capital projects in the core historic downtown area and the adjacent historic neighborhoods where the funds will spur commercial redevelopment.

Georgia Environmental Finance Authority (GEFA)

GEFA offers loan financing to local governments for water, wastewater, and solid waste infrastructure.

Federal Opportunity Zones

The Griffin Urban Redevelopment Plan area is located within a Federal Opportunity Zone. The U.S. Department of the Treasury and the Internal Revenue Service (IRS) designate and administer Opportunity Zones along census tract boundaries. These zones are used to spur economic investment in distressed communities with preferential tax treatment for qualified projects. Census Tracts designated as Federal Opportunity Zones in Griffin are 1608 and 1609.

State Opportunity Zones

Through the designation of a "State Opportunity Zone" the Georgia Department of Community Affairs offers tax credit incentives to new or existing businesses that create two or more jobs as part of redevelopment and revitalization efforts

State Enterprise Zones

The Georgia Department of Community Affairs administers the Enterprise Zone program. The redevelopment tool is meant to improve areas within cities and counties that are suffering from disinvestment, underdevelopment and overall economic decline and to promote private investment and business.

Land Bank

The City of Griffin and Spalding County operate a land bank authority whose purpose is to return substandard, blighted, underutilized, nonrevenue generating, or non-tax producing properties back into use. The land bank has minimal impact in the downtown area due to few housing units.

Tax Allocation Districts (TAD)

According to the Georgia Department of Community Affairs, under Georgia Statute, Tax Allocation Districts can be created by legislation and approved by local voters to promote development activities such as renovate, construct, preserve, restore expand or demolish buildings for business, commercial, industrial, government, education, public or private housing, social activity, governmental services, historic properties, green spaces, mass transit and pedestrian facilities, telecommunications infrastructure, water and sewer lines, streets, sidewalks, parking facilities, public parks, building construction and rehabilitation, housing, and land assembly.

Community Improvement Districts (CID)

Similar to TADs, Community Improvement Districts are created by act of the Georgia General Assembly. It also requires the passing of a local resolution and approval or consent of property owners within the district that represent 75% of the value of real property. The special taxing district is used to help pay for needed infrastructure improvements including street and road construction or maintenance, parks and recreation facilities, stormwater and sewer systems.

Transportation Alternatives (TA)

The Georgia Department of Transportation (GDOT) administers the Transportation Alternatives (TA) program in partnership with the Federal Highway Administration to support pedestrian and bicycle facilities, including multi-use trails, and streetscape improvements.

Rails to Trails Conservancy

To implement a rails to trails or a rails with trails project, it is most advisable to partner with an organization that specializes in such an undertaking. The mission of the Rails-to-Trails Conservancy says, "At Rails-to-Trails Conservancy, we are building a nation connected by trails. We reimagine public spaces to create safe ways for everyone to walk, bike and be active outdoors." Resources for trail building include: a trail-building toolbox, webinars, railbanking, and grants.

Certified Local Government (CLG)

Local governments that have achieved CLG status have made historic preservation within their communities a priority. Two of the most important actions include the adoption of a local historic preservation ordinance and the establishment of a historic preservation commission. The City of Griffin is one of approximately 100 other CLG local governments in Georgia. One of the benefits of being a CLG is the eligibility for Historic Preservation Fund Grants. These small grants are appropriated annually through the National Park Service and administered by the Georgia Department of Community Affairs Historic Preservation Division. These grants can be used for historic resource or archaeological surveys, National Register nominations, planning projects, information and education projects and "brick and mortar" rehabilitation projects.

Historic Preservation Tax Incentives

State Incentives

The Georgia Department of Revenue makes available, every year, two tax incentive options for the owners of historic property who conduct substantial rehabilitation to historic properties. Work must be completed and certified according to the Secretary of the Interior's Standards.

- State Preferential Property Tax Assessment for Rehabilitated Historic Property
- State Income Tax Credit for Rehabilitated Historic Property

Federal Incentives

The federal tax incentives are available for owners of income producing property who carry out substantial rehabilitation.

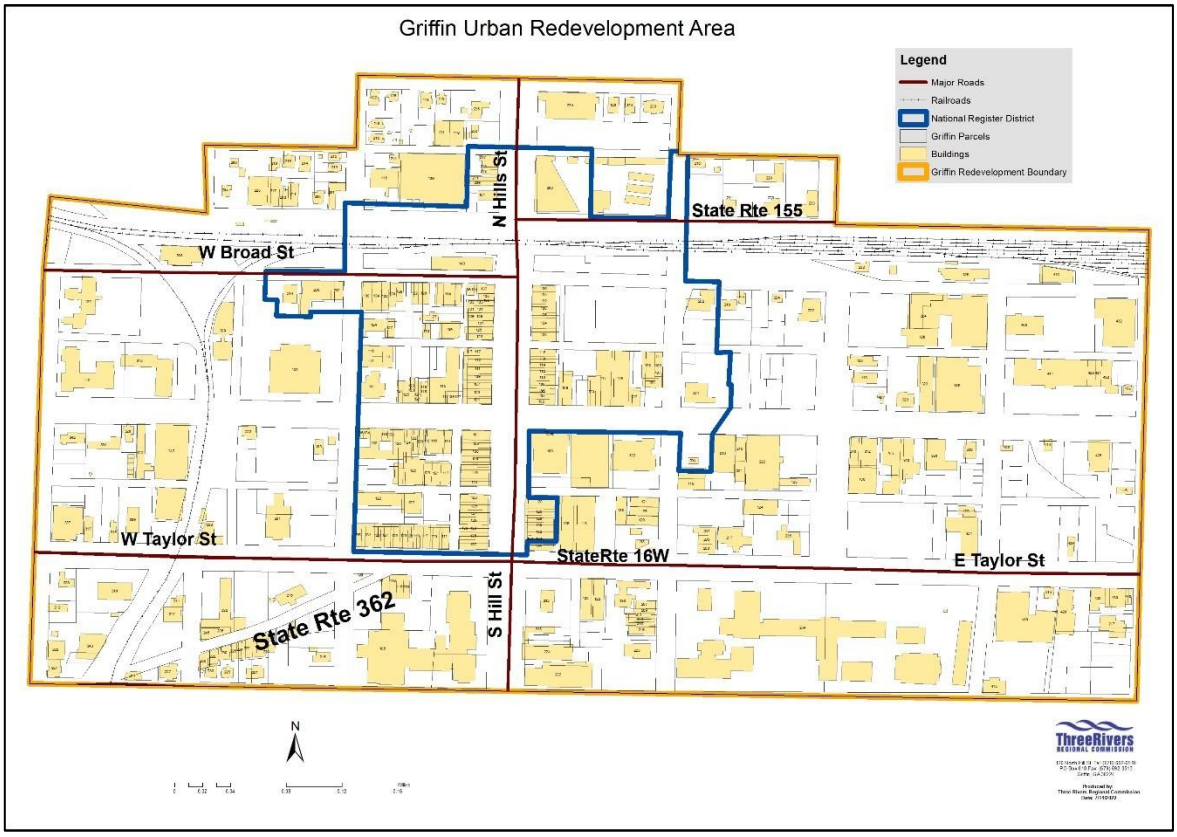
- Federal Rehabilitation Investment Tax Credit
- Charitable Contribution Deduction

Properties using either state or federal historic preservation tax incentives must be listed on the National Register of Historic Places, a contributing property to a National Register district, or eligible for listing. Located within the urban redevelopment area is the National Register listed Griffin Commercial Historic District.

The National Register district is roughly centered on Hill Street and Solomon Street. It includes most of the historic commercial storefront buildings along Hill Street, other structures such as various warehouse structures, historic African American churches, and the 1910 post office.

The Griffin Commercial District is outlined in blue within the urban redevelopment plan area in the map found on the next page.

Downtown Griffin URP Map with National Register District Boundary



AARP Livable Communities

The American Association of Retired Persons (AARP) Livable Communities program supports towns, cities, and rural areas in efforts to create safe, walkable streets, age-friendly housing, and transportation options with the goal to provide opportunities for residents for all ages. The program includes resources, publications, and other guides to assist local communities in successful projects and best practices. Topics include, "The Parks and Public Spaces Collection," "Creating Places That Pop," and "The Livability Economy."

Additionally, the AARP Livable Communities program provides funding for small scale projects through the AARP Community Challenge grant. Eligible projects include the improvement of public spaces, housing, transportation, diversity, equity, and civic engagement.

Strong Towns

Strong Towns is a 501(c)(3) nonprofit media advocacy organization whose mission is to replace America's post-war suburban pattern of development with those that are more sustainable and financially strong. Through media, education, and other resources, Strong Towns strives to cities to become safe, livable, and inviting. Specific

topics include complete streets, alternatives to traditional zoning, community engagement, and community blight.

Other Guides

The City of Roswell, Georgia, "East-West Alley Master Plan"

City of Tucker, Georgia, "Downtown Tucker Grid Plan LCI"

City of Birmingham, Alabama, "Shared Space Design Guide"

City of Chicago, Illinois, "Green Alley Handbook"

Redevelopment Action Plan

2008 Redevelopment Plan Project Status Report

The following list of projects comes from the 2008 Downtown Urban Redevelopment Plan. Some specific projects are still viable and part of the vision for downtown and are carried into the new action plan. Others may remain but only conceptually and part of the broader narrative of the plan.

2008 Griffin Redevelopment Plan Detailed Project List Status Report			
Description	**Improvement Type**	**Current Status**	**Action**
Historic City Hall Site			
Townhomes	Proposed	Site priorities and scope changed. Structure was restored for downtown development offices and event space	Removed
Multi-Family	Rehab/ Proposed		
Commercial	Rehab		
One Griffin Center			
Institutional	Existing	Structure rehabilitated for city hall uses	Moved to new URP
Parking Deck	Existing	Rehab planned and possible future reconstruction	Moved to new URP
Renaissance Griffin			
Mixed-Use (comm/res)	Rehab	Rehabilitation of some structures has taken place	Moved to new URP
Commercial/Retail	Rehab		
Commercial/Retail	Existing		
Griffin Hotel			
Commercial/Retail	Existing		Moved to new URP
Griffin Conference Center			
Commercial	Rehab	Structure rehabbed	Removed
Multi-Family	Proposed	Not complete	Removed

Norman Buggy Co			
Multi-Family	Proposed	Not complete	Moved to new URP
Mixed-Use (comm/res)	Rehab	Partially rehabbed.	Moved to new URP
Griffin Green			
Mixed-Use (retail/res)	Proposed	Not feasible for current location. City focused community greenspace moved to east side of downtown at Historic city hall.	Removed
Parking Deck	Proposed		Moved to new URP
Plaza with amphitheater, fountains	Open Space	See above	
Commuter Rail Parking			
Parking Deck	Proposed	Longer term if even possible. Dependent on GDOT future plans. City plans to improve parking lot	Moved to new URP
Retail	Proposed		
Griffin Cultural Center			
Institutional	Rehab/Proposed	Partially occupied. Many buildings make up the site.	Moved to new URP
New landscape design and improvements to enhance cultural facilities	Open Space	Prominent greenspace in front of property with most structures utilized for civic use	Moved to new URP
Hotel Spalding			
Commercial/Retail	Existing	Some work complete	Moved to new URP
Akins Feed & Seed			
Townhomes	Proposed	Scope change and remains used as movie studio and storage	Removed
Mixed-Use (Retail/Res)	Rehab	Not complete. See above	

Griffin Medical College			
Townhomes	Proposed	Remain a multi-family apartment building	
Multi-Family	Rehab		
HFM Plant			
Commercial/Retail	Rehab	Minimally used	Carry forward Conceptually?
Sock Shoppe			
Multi-Family	Proposed	Still occupied by current business with no future plans to vacate	Carry forward Conceptually?
Grocery Warehouse Block			
Mixed-Use (Commercial/Res	Rehab	Currently underused	Moved to new URP
Parking Deck	Proposed	Depending on future of site	
Grant's Sheet Metal			
Townhomes	Proposed	Currently used for retail	Moved to new URP
Single Family	Proposed		
Commercial/Retail	Rehab		
5th Street Mall			
Linear park with pedestrian trail, connected to relocated pedestrian truss bridge over railroad	Open Space	Streetscape complete with enhanced sidewalks, landscaped medians and parking	Long term
6th Street Bridge			
New GDOT project	Transportation	Complete	Removed
5th Street Bridge Relocation			
Historic truss as pedestrian overpass	Transportation	Bridge is currently stored and relocation change of scope for future use	Moved to new URP
Railroad Corridor Improvements (9th to 5th)			

Parking facilities, streetscaping, branding	Streetscape	The City enhanced these areas with added parking	Moved to new URP
Hill Street Improvements (Broadway to Poplar)			
Road diet with sidewalk widening	Streetscape, Transportation	Complete	
Solomon Street Improvements (9th to 4th)			
New / improved median, sidewalks	Streetscape	Complete	
Taylor Street Improvements (10th to 3rd)			
Road diet and streetscape	Streetscape, Transportation	Not feasible. Road diet eliminated. Streetscape improvements only	Moved to new URP
Slaton / Wall Streetscapes			
Themed pedestrian improvements	Streetscape	Not complete	Moved to new URP
9th Street Improvements (Poplar to Broadway)			
Upgraded street, new streetscape	Streetscape	Not a feasible or a priority. Alternative roadways to be studied	Removed
Central Ave Streetscape			
Themed pedestrian improvements	Streetscape, Transportation	Not complete. Scope depends on future land use	Removed
Mill Multiuse Trail			
New greenway trail	Streetscape, Transportation	Not complete. Part of longer term trail planning and implementation of current plans	Moved to new URP

2022 Redevelopment Plan Project List

Below is a list of action items and projects carried over from the previous plan along with new projects identified from the urban redevelopment plan update.

2022 Griffin Redevelopment Plan Detailed Project List			
Description	**Improvement Type**	**Status**	**Timeframe**
Historic City Hall			
Mixed-Use or Greenspace	Mixed-Use, Redevelopment, Beautification	Planning	Short term
One Griffin Center			
Parking Deck	Transportation	Rehab planned and possible future reconstruction	Short term
Institutional, City Hall	Redevelopment, Infrastructure	Structure rehabilitated for city hall uses, roof repair	Short term
Griffin Hotel			
Commercial/Retail	Adaptive Reuse	Conceptual	Short term
Hotel Spalding			
Commercial/Retail	Adaptive Reuse	Some work complete	Short term
Old 6th Street Bridge Relocation			
Historic truss as pedestrian overpass	Transportation	Bridge is currently stored and relocation change of scope for future use. Possible future 5th Street crossing across Taylor Street.	Long term
Railroad Corridor Improvements (9th to 5th)			
Landscaping and beautification	Streetscape	The City enhanced these areas with added parking	Short term
Multi-Use Trail	Transportation and Recreation	Conceptual	Long term
Taylor Street Improvements (10th to 3rd)			
Sidewalk improvements	Streetscape, Transportation	Planning and Engineering	Short term

Landscaping along the street	Streetscape, Transportation	Planning and Engineering	Short term
Taylor Street Improvements (8th to 9th and 3rd to 6th)			
Landscaped medians	Streetscape, Transportation	Conceptual	Long term
Mid-Street Crossings	Streetscape, Transportation	Conceptual	Long term
Slaton / Wall Streetscapes			
Pedestrian improvements	Streetscape	Conceptual	Long term
Mill Multiuse Trails			
Segments connecting to downtown	Transportation and Recreation	Conceptual. Refer to Archway and TSW Plans	Long term
Rail to Trails links to downtown	Transportation and Recreation	Conceptual. Refer to Archway and TSW Plans	Long term
State Alley			
Beautification	Streetscape	Conceptual	Short term
Utility infrastructure consolidation	Infrastructure	Planning	Short term
Parking	Transportation	Planning	Short term
City/County Parking Lot			
Parking lot beatification	Infrastructure, Beautification	Planning, ECG Plans	Short term

Appendix

Community Outreach

- Kick-Off Meeting Flyer
- Kick-Off Meeting Summary
- Kick-Off Meeting Sign-In Sheet
- Community Survey Flyer
- Community Survey Results - Summary

Advisory Committee

- Committee Agendas and Sign-In Sheets

Enlarged Maps

DOWNTOWN Griffin

KICK OFF MEETING

downtown redevelopment plan

NOVEMBER 16TH @ 6P.M.
HISTORIC CITY HALL
201 E SOLOMON STREET

WE NEED YOUR INPUT





Meeting Notes
City of Griffin
Downtown Urban Redevelopment Plan – Kick Off Meeting
November 16, 2021

Attendance Overview

- 50 people in attendance
- Lead by City of Griffin and facilitated by TRRC
- Attendees included Griffin Mayor, Downtown Development Authority, Griffin Downtown Council, Griffin & Spalding Chamber of Commerce/Griffin Daily News, downtown business owners, downtown residents, TRRC Board, UGA Griffin, local nonprofits

Discussion: What people like about downtown Griffin

- Walkability
- Living downtown
- Restaurants
- Events
- Unique, old buildings have character
- Has a hometown, small-town, family feel but with sense of city
    - Many folks mentioned raising kids there
- Nightlife
- Something for all ages to do, people want to spend time here
- Developing a feeling of pride:
    - People are proud of the economic resurgence
    - Griffin restoring/earning a reputation to be proud of
    - Residents enjoy showing family/friends what Griffin has to offer
    - Continues to have feeling of great potential
- Courthouse helps guarantee people will be here during the day
- High quality of life for residents in terms of services being provided
- Generally feels safe
- Music through downtown
- Enthusiastic business owners, residents, and downtown stakeholders that have brought about change, kept downtown from dying
- Collaboration of stakeholders to promote downtown (e.g. tourism association)

Discussion: What people want changed in downtown Griffin

- Reduce homelessness
    - Can get in the way of people wanting to invest downtown
- Litter out of alleys and streets
    - Maybe need more trashcans
- Space behind old city hall should be developed
- Would be good to see Solomon Street Park improved
- Keep trucks out of downtown
- Clean up parking lots
    - Often look dirty, have trash, cigarettes, no landscaping, not used
- More diversity of restaurants
    - Can’t get Jamaican or Indian unless with food trucks (another issue)

- More diversity of businesses
    - Lots of antique stores and restaurants, need to target other types
- Increase feeling of security
    - Homeless people may become agitated/aggressive
    - View obstructions endanger pedestrians crossing street
    - Students don't feel safe waiting for buses or on sidewalks to get picked up after dance class
    - Lighting in alleys, including down 6th St past tracks and welcome center
- More housing
    - Possibly for seniors
- Grocery store to walk to
- More outdoor dining
- Target or Publix nearby
- Trolley
- Find way to include all businesses in downtown outreach/events
    - Some businesses didn't get any trick-or-treaters
- Keep expanding improvements; Taylor Street "needs a facelift"
- Some store fronts still rough looking
    - Stores along Route 16 rough looking
- Entryways into City of Griffin not very welcoming or encourage turning into downtown
    - Sun City residents could be good customer base
- Multimodal options – being able to use bikes or scooters to get around
- Parking
    - Downtown parking deck underused
    - Business owners, residents and city/county employees using parking spots that are in front of businesses
        - Some business owners have leased spots that they can't use
    - Perhaps it's not a parking problem, but a walkability problem
    - Create directional signs, well-located and welcoming parking lots and desirable destinations that make people want to park and walk a few blocks
    - Guide people to overflow parking
- Too many buildings still vacant
- Embrace new ideas, reduce obstacles to people chasing their dreams and trying to make money
- A spirit of support and celebrating what has been achieved without feelings of envy or ego getting in the way of other improvements
- Golf carts could be a "hidden gem"
- Make sure businesses have all the tools they need to thrive
- Ensure stakeholders stay involved through entire process of creating and implementing this plan
    - Challenge of people dropping out of process due to apathy, can result in plan that doesn't represent full community's goals and needs
- Support food trucks
- Extend redevelopment initiatives past plan's current boundaries to include other places that give the city character, including Experiment, the old mills, and the old Dundee strip center before they're lost opportunities
- Prevent investors from buying derelict buildings and letting them sit

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NAME	ORGANIZATION	EMA'L ADDRESS	TELEPHONE
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DOWNTOWN Griffin

DOWNTOWN REDEVELOPMENT PLAN

Please complete this survey and share your thoughts on the future of downtown Griffin.

https://arcg.is/1i9rPD

We need your vision!







Griffin Downtown Urban Redevelopment Plan Update

Describe downtown Griffin using only one word.



Word	Count
Potential	14
quaint	9
Growing	9
Historic	7
Nice	5
Home	5
Evolving	5
Cute	5
Boring	5
Small	4

Congested	4
Pretty	3
Improving	3
Friendly	3
developing	3
Charming	3
lacking	3
vibrant	2
Unique	2
Rundown	2
Nostalgic	2
Inviting	2
Interesting	2
Hometown	2
Historical	2
Fun	2
dirty	2
Cluttered	2
Beautiful	2
Whimsical	1
Welcoming	1
Vintage	1
Updating	1

Upcoming	1
Unsafe	1
Unexpected	1
Underadvertised	1
Typical	1
Transitioning	1
Transitional	1
Traffic	1
Tight	1
Terrible	1
Tacky	1
Struggling	1
Sleepy	1
Simple	1
Sad	1
Revived	1
Restaurants	1
Renewal	1
Rejuvenated	1
Redneck	1
Quant	1
Promising	1
Progressive	1

Progressing	1
Photographic	1
Outdated	1
Old-school	1
culturally	1
bias	1
Neglected	1
Mess	1
Liberal	1
Inveterate	1
Improved	1
History	1
Hip	1
making	1
comeback	1
years	1
past	1
Great	1
GettingBetter	1
Flourishing	1
Family	1
Exciting	1
Emerging	1

Dowtown	1
Disjointed	1
Discombobulated/Disjointed	1
Dilapidated	1
Dated	1
Cozy	1
Congestion	1
Condensed	1
Comfortable	1
Cluster	1
CHANGING!	1
Changing	1
Busy	1
Bustling	1
Awkward	1
Average	1
Antiquated	1
Annoying	1

Answered: 195 Skipped: 14

What do you like most about downtown Griffin?



Response	Count
Restaurants	10
Food	4
Walkability	2
The restaurants	2
The food	2
Shops	2
Local restaurants	2
History	2
We have a rich Fine Arts Community. Three of the oldest businesses that have survived the longest d owntown are Main Street Players, Griffin Ballet theatre/Studio D, and Rick Blackshear. There is not m uch support form the city with these entities.	1
Walking to different stores	1
Walking distance, diversity, 2nd Sat events.	1
Walking distance	1
walkable shops	1

Walkable	1
Walkability, restaurants, friendliness, accessibility	1
Walkability, minimal chain stores	1
Walkability, large sidewalks, tree lighting	1
Walk abillity to dinner and entertainment.	1
Variety of stores/ restaurants in walking distance to	1
Variety of small businesses and Second Saturday events	1
Variety of shoppes	1
Variety	1
Unfortunately I do not see any.	1
Turkey Ruben at Corner cafe	1
Tipsy Daisy and Bank Street Cafe	1
Tipsy daisy	1
The welcoming people	1
The weekend events that everyone can get involved in	1
The weekend activities. Like the concerts in the square.	1
The variety of stores and restaurants	1
The summer concert series	1
The shops and cool buildings	1
The return of "life" downtown.	1
The restaurants and shops. We need to continue to bring in, and keep, interesting and diverse shops.	1
The restaurant variety	1
The potential! It’s there and I see it!! Some stores with revitalized storefronts-there are diamonds in th e rough.	1

the old buildings	1
The new, but old, appeal	1
The new speakers paying music	1
The new restaurants and shops that have been added in addition to the greenery/flowers/landscaping.	1
The murals !	1
The mixture of nice retail shops and quality restaurants.	1
The little shops	1
The lights	1
The history, atmosphere, and the food	1
The history of the buildings	1
The history of Griffin	1
The historical character and restaurants. We LOVE that the City of Griffin wants to revitalize the down town area.	1
The historic store front charm	1
The high number of interesting locally-owned small businesses	1
The great restaurants	1
The friendly people	1
The few restaurants are the only reason I go downtown. I like how everything is in walking distance. Parking is usually not an issue.	1
The downtown area has so much potential to be great. The historical look and feel of the area should and could bring small successful businesses to the area.	1
The closeness of all the different businesses, you can just park and walk to everything.	1
The businesses and restaurants that we are slowly getting.	1
The ability to walk to restaurants, stores, and other amenities.	1

The ability to walk from business to business without having to get back into your car.	1
That you can walk to most shops	1
That it is coming back to life and that it is home.	1
Stores and activities	1
Some of the people	1
Some decent eateries	1
Small Town, good food	1
Small town feel	1
Small town	1
Small start up businesses	1
Small shops and a few restaurants	1
Small shops	1
Small local restaurants and stores.	1
Small businesses	1
Sidewalks and lights are nice	1
showcases history ; variety of businesses; community feel	1
shops, restaurants, art projects	1
Shops & historical factors.	1
Shopping and food	1
Shopping and dining	1
Seen the movies on the sidewalkwalk that was made in Griffin	1
Seeing the people shopping and dining and the music	1
Rustic Lantern Co	1

restaurants; music playing in streetlamp speakers	1
restaurants, walking path	1
Restaurants, historic feel, safety	1
Restaurants, Bars, Second Saturday, and Activities	1
Restaurants that are in walking distance to office locations.	1
Restaurants and walkability	1
Restaurants and bars, the outdoor music	1
Restaurants all within my walking distance - Music on Hill Street - beautiful flowers - gorgeous decorations at Christmas-	1
Restaurants / Amenities	1
Restaurant	1
Reminds me of home	1
Quiet, refurbished, traffic signals coordinated, Mainstreet Players, some good restaurants.	1
Pretty good food choices.	1
Pedestrian friendly streetscapes, particularly on Hill St.; thriving businesses welcoming a diverse set of people (including variety in age, race, and gender identity - this is a good thing)	1
Parking is relatively easy, the restaurants are good	1
Parking	1
Opera house	1
Old Time Shops	1
Nothing hing	1
Nothing as of now	1
Nothing	1
Not much. I never go there even though I'm less than a mile away. I do like the antiques shops on rare occasion.	1

Non chain restaurants and shops	1
Nice looking and different stores and restaurants.	1
New businesses, restaurants, events	1
New businesses	1
Music playing, opera house, restaurants, the life and vibe	1
Movie in the park, 2nd Saturday's, clean streets	1
Most of the businesses that are there, even if I don't visit particular ones much. I'm happy the space is filled and busy.	1
More shops	1
Milltowne and Safehouse, Jan's Thrift shop	1
Main Street Players	1
Love Rustic Lantern and Cotton Mill type shops	1
Local restaurants with great dining; brick pavers, planters, tree lined streets, historic buildings, cleanliness	1
Local restaurants and small businesses and shops	1
Local eateries	1
Local business and community interaction	1
Local business	1
Local (not chain!) restaurants and stores. I love our downtown gallery.	1
Layout	1
Just my opinion and there was not another place to put this information but the businesses in the Coke building should be included in the Downtown things. They are left out of the Christmas tree decorating and other events.	1
It's compact.	1
It's clean and maintained well. I like the restaurants and shops.	1

It's a pretty area	1
Its a nice area. So much character and history!	1
It’s home	1
It’s charming! I love the new changes. There are some good restaurants, too.	1
It’s become so quaint in the past few years! I love the antique stores and home stores. I also LOVE th at parking is free!	1
I love the walkability of downtown. There are great restaurants, nice quaint shops, good places to go f or food, live music and beverage.	1
I love the diversity and the energy of Downtown Griffin	1
I love the beautiful buildings and all the small shops ! I love supporting small businesses whenever po ssible and downtown has so many exciting new stores !!	1
I love that there is a consolidated downtown area. You could park in one spot and potentially walk to e verything else. A decent variety of businesses. I can tell the city is really trying to improve itself.	1
I feel like they are trying to bring in growth	1
I like seeing in revival of downtown. Fond memories of walking downtown in/out of businesses to sho p.	1
How it's historical looking, and beautiful! Love the blooming trees and flowers.	1
Hometown feeling	1
Hometown businesses	1
Home town feeling of small community	1
Historical buildings	1
Historic Charm	1
Great potential in downtown for business	1
Great eating places and shops	1
good local restaurants - live music	1

Good food	1
Good dining and shopping	1
GA AXE	1
Friendly community	1
Feels safe and walkable. Parking is close (not a paid parking garage ordeal) to stores/restaurants. Good restaurant variety.	1
Eventful	1
Emerging restaurants and activities foster an atmosphere that people desire. Family owned small businesses and eateries are great. Golf carts can come into town but only from the courthouse side that doesn't cross over Hill.	1
Eating atmosphere	1
Easy to get around	1
Downtown seems to be the only part of Griffin that is trying to change/grow. I love that home decor/boutique shops have opened like RLCO, Hollowood Home, and the Cotton Mill. These businesses have brought class, trend, and set the vibe.	1
Downtown Griffin is experience a resurgence of dinning, entertainment and loft style living.	1
Down town dinning/entertainment options	1
Diverse stores	1
Dinning with local bands playing	1
Dining and entertainment.	1
Dining and entertainment	1
Daytime restaurants and shops	1
Cute shops, locally owned	1
CORNER CAFE	1
Clean and laid back	1

Choices for dining and shopping.	1
character, traditional architectural style	1
Being able to walk to different stores and restaurants	1
Beer and music	1
Bars	1
Bar hopping	1
Antiques	1
Antique stores	1
Activities, places to eat and shop all centrally located.	1
Able to walk to several different things	1
Able to walk different places without traveling too far	1
A small hometown.	1
A few decent restaurant choices. Clean and bright at night. 2nd Saturdays.	1
2nd Saturday festivities, friendly for young adults to older adults	1
-	1

Answered: 196 Skipped: 13

What do you dislike most about downtown Griffin?



Response	Count
Parking	13
Traffic	4
No parking	4
The parking	3
Lack of parking	3
Homelessness	2
Empty buildings	2
Crime	2
Would like more variety in the restaurants (something more upscale would be nice), need more things to do besides eat and shop	1
Very outdated and limited attractions (restaurants/fun)	1
Vacant storefronts	1
Vacancy of key buildings. Under utilization of alleys.	1
Va Tacky signs and tacky businesses and woody Heath. Get rid of his junk. And get rid of that eyesore Smoking Margaritas. By the way, ax throwing is embarrassing.	1

Trying to find parking	1
Trying to find a close parking spot to pick up a to go meal	1
truck traffic, homelessness, undeveloped buildings	1
Truck Traffic	1
Trash problem, beggars/vagrants/emotionally disturbed individuals, old and failing infrastructure	1
Traffic. Parking. Dance studio takeing parking spots.	1
Traffic, traffic crime, panhandling, crime.	1
Traffic, parking	1
Traffic couid have a better flow.	1
traffic and limited outdoor dining	1
Too many vacant buildings and too many shabby shops	1
Too many similar businesses and not enough open for night activities	1
Too many antique shops	1
Theres definitely a need to find something for the homeless people to do rather than linger around bu sinesses. Some sort of housing solution for them would be amazing	1
There is not much family friendly things going on	1
There are too many vacant or available spaces.	1
The way its laid out. Too spread out & you can't easily park and walk. Dangerous.	1
The very small assortment of shops that aren’t a restaurant, or overpriced boutique with poor quality c lothing.	1
The vacant building/Heath Building	1
The ugly parking deck next to the courthouse.	1
the trash	1
The train track	1

The traffic the new one lane caused	1
The traffic flow.Love seeing people downtown, but stopped traffic is a problem. When I find a parking spot at my favorite spot, it is difficult to get out. Hate to see these issues keep people from downtown. Reroute some traffic?	1
The traffic downtown is sometimes an issue. Last week, my family went to 3 sit-down restaurants on a Friday night and there was a 45 min wait at all 3. We need more dining options if there is that kind of d emand. Signage and homeless population	1
The traffic congestion and railroad	1
The traffic	1
The slanted parking	1
The parking is sometimes difficult	1
The parking in the area	1
The parking and vehicles everywhere. It needs to be closed off to traffic with more seating areas outsi de. I’m thinking like Boulder Colorado. Extremely pedestrian friendly. Griffin is not.	1
The parking amd traffic	1
The panhandlers	1
The one eye sore is the club: Smoking Margaritas. It's a eye sore and disgusting. Not a good busines s in the downtown.	1
The new planters	1
The new curves they put up they're too wide ugly you can't see around them	1
The new curbing is to far out into the street.	1
The lack of development.	1
The homeless problem.	1
The homeless population. More golf cart accessibility. I believe that aspect of our town is growing. Mo re paths into downtown, etc.	1
the homeless people on every corner	1

The homeless gives Griffin a poverty look that is devastating to it's potential. Dark alleys are unappealing and not safe. Parking is difficult.	1
The highway traffic. Hard to do much when a state highway goes through the middle.	1
The half closed stores that make it feel sketchy	1
The brick planters, lack of parking, crime	1
The amount of traffic coming through it.	1
The abandoned/for rent buildings that still have items in the windows. They truly bring the look and class of Griffin down so much.	1
The abandoned buildings and traffic.	1
The abandoned buildings and buildings that are owned but not used. It’s very depressing.	1
That homeless ppl sit outside of the restaurants. Trash on the streets and sidewalks.	1
Some of the parking, the traffic is not great, some of the storefronts are an eyesore.	1
So many businesses close early and does not promote dining and shopping because nothing is open in evenings other than eateries. Would love to come on weekends and Friday nights to just peruse around shops similar to other downtowns I’ve visited.	1
Smoking Margaritas	1
Safety	1
Run down buildings and alleyways need updating.	1
Rules for building owners when creating storefronts. Relocate homeless shelter. The potential is there and it can be done. Loft apartments, lease individual stores, etc in old Crouch’s building. A “dry bar” would be amazing.	1
Restaurants that were geared to "Date Night" dining.	1
Remove massive concrete planters on corners ; more community events, festivals- bring back beer fest!	1
Random shops like hair salons, cell phones, etc. I think it should focus on just shopping (antiques, clothing, hobby stores), dining (no more bars), and entertainment.	1
people making uturns	1

parking; homeless people having no where to go but benches and wandering throughout downtown	1
Parking. More places to visit with variety.	1
Parking, traffic at noon	1
Parking, not any kid friendly entertainment	1
Parking, a brewery	1
PARKING PARKING PARKING	1
Parking options	1
Parking layout and use of alleys. Lights and greenspace in alleys would improve foot traffic for existing and potential businesses.	1
parking issues	1
Parking is horrible.	1
Parking is difficult	1
Parking and traffic	1
Parking and the traffic	1
Parking and the new narrow lanes	1
Parking and roads	1
Parking & safety	1
operate in silos	1
Nothing-- there's plenty of parking but the parking garage should be available to everyone.	1
Nothing	1
Not enough resturants and traffic	1
Not enough restaurants or places to sit outside. No family friendly areas with food.	1
Not enough places that dont involve alcohol, tattoos, smoking etc and the traffic since they messed up the streets	1

Not enough parking!!!! Not enough versatility in the types of businesses that are available.	1
not enough parking	1
Not enough fine dining nor art	1
Not enough family friendly businesses	1
Not enough dining, shops, and entertainment	1
Not enough businesses to help it thrive	1
Not a lot of things to do	1
Not a lot of live music for everyone	1
None that I can think of!	1
No shopping	1
No parking, the surrounding area is unsafe and unattractive so it makes the extra parking lots a place I don’t feel safe to park.	1
No activitys	1
Needs additional parking	1
Need regulations for store fronts and business signage. Some small businesses look very unappealing and gives a run-down, unkept, and crime ridden image of downtown. Other businesses take pride in their exterior and make downtown inviting.	1
Need more things to do besides shop and eat	1
Need more activities downtown	1
Need greenery space.	1
Multiple types of business	1
Most of it is empty. Could have so much potential	1
More store front revitalization	1
More places to eat. A true gastropub (Tipsy Daisy is a step in the right direction.) find a tenant for The Towers. That’s the biggest potential we have downtown.	1

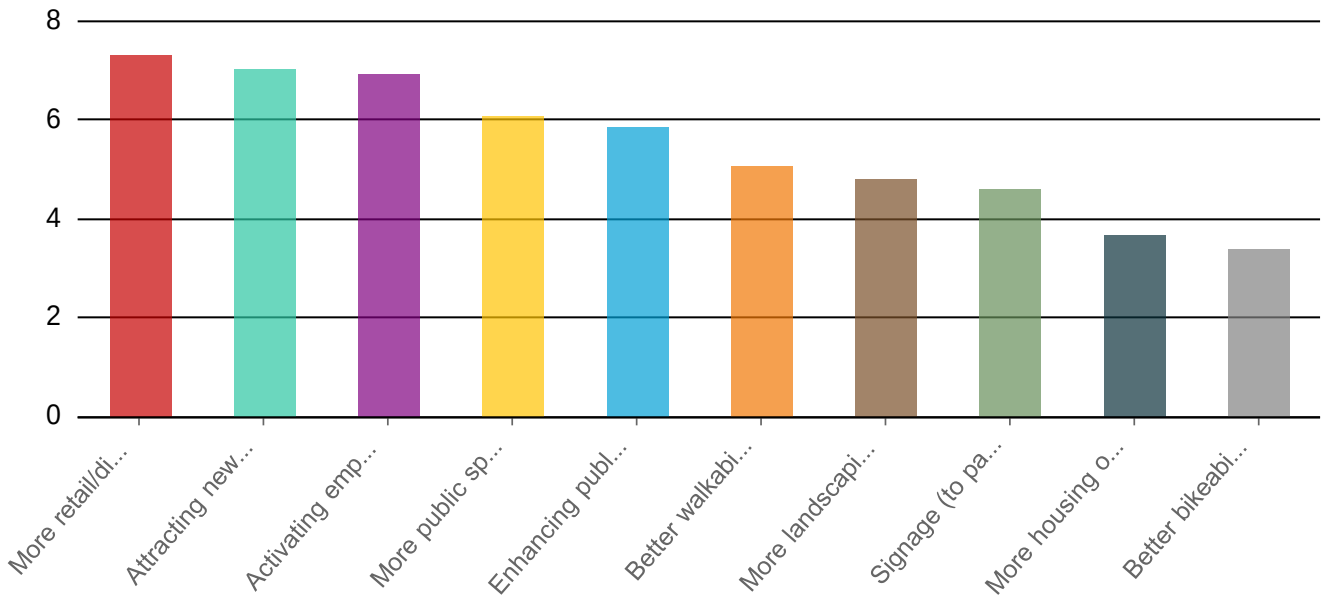
More entertainment. Better shopping. Night life.	1
More attractions	1
More access for those with walking issues/disabilities. Parking is slim in front of stores and city lots m ake walking more difficult.	1
Many of the buildings need revitalization and a facelift. Parking, traffic, and the speed in which cars go through the area are a problem. Homelessness and the safety of myself and my family are a concern because of that.	1
Limited recreational options	1
limited night life atmosphere	1
Less through traffic and easier parking (and/or a shuttle from parking).	1
less closed up shops (eyesore). a specialty restaurant (seafood/steak), Movie theater (in the old hote l?)	1
Lack of trendy restaurants/stores	1
Lack of places to eat	1
Lack of parking and frustrating to navigate	1
Lack of arts (music, poetry, dance, etc.) entertainment	1
Just want more of it	1
It’s not more diverse	1
It could use a variety of sustainable businesses. While the variety is good, stores like skate shops, cell phone repair, and vape shops seems to frequently go in and out of business and leave high rates of v acancies.	1
In general Griffin gets a bad rap for crime. I’d like to change peoples thoughts on that because I feel a s though it’s a deterrent	1
I’m some areas, I don’t feel safe walking around by myself.	1
I wish that existing businesses were given incentives to stay like new businesses. Some new ones do n’t last and the ones that have remained should get some sort of incentive to stay. Broader advertise ment would help make it a destination.	1

I hate parallel parking! Target ladies with disposable income - clean cozy restaurants, gift shops, antique stores, bakery shops, hop on trolley, murals on side walls, storefront flowers in urns or hanging baskets	1
Homelessness! There seems to be a lot of “strange” businesses. There needs to be more uniformity as far as updating goes.	1
Homeless population, trashcans overflowing, allow different food trucks, artist, etc on 2nd Sat,	1
Homeless people walking around and the crime. Too many fast food restaurants and not enough fresh food options. There needs to be more entertainment/ positive opportunities for teens/kids.	1
Homeless people in the alleyways. The trash in alley is horrible!	1
Homeless People	1
Homeless and limited handicap parking	1
Homeless	1
Hill Street traffic pattern	1
Hill street traffic needs to be addressed.	1
Heavy traffic in Hill Street	1
Hard to find parking. Not much to do other than dinner	1
GUNSHOTS	1
Get rid of flower planters that keep gettin knocked down - rid Solomon Street of people that hang out on street and beg for money	1
Focus on the median areas and overall aesthetic appeal. So many other smaller downtown city areas look so much better. Downtown Griffin could be among the prettiest with the proper focus, oversight and upkeep.	1
Every building filled with shopping or restaurants. No empty building and too many businesses that are not an overall draw for economic impact like attorneys etc.	1
entertainment and park space	1
Empty/vacant spots	1
Empty space/underutilized spaces	1

Empty buildings that could be housing, shops, etc.	1
empty buildings remain, historically a lack of local pride (but that seems to be improving)	1
DT does not work together with businesses. Locals need to be able to put up signs & market. Griffin g ovt does all it can to run off food trucks which are what brings people to areas they might not normally visit.	1
Doing something to all the the ran down buildings, more to Do. Fix aside walks	1
Difficulty in finding parking !	1
Difficult to find parking.	1
Congestion. Work with state to move hwy. 155 away from downtown.	1
Congestion, need to reroute traffic especially commercial vehicles. The rail line crossing also is not id eal leading to additional congestion and at times the complete stoppage of traffic flow downtown.	1
Congestion and parking	1
Close to the hood	1
Clear parking locations.	1
Clean up! Don’t be scared to do the right thing, but must have a happy medium and not to run busines ses off. Don’t spend so much time to approve items with city attorney. Maybe it’s time for a change	1
boring stores ie antiques and furnishings	1
Blighted houses needing remodeling	1
Better shopping.	1
Amount of shops/restaurants open on weekend evenings, lack of activities (see Senoia as a great exa mple)	1
All the traffic	1
All the Anitiques. Also how dingy it looks.	1
A theater in the old Woolworth building.	1

Answered: 197 Skipped: 12

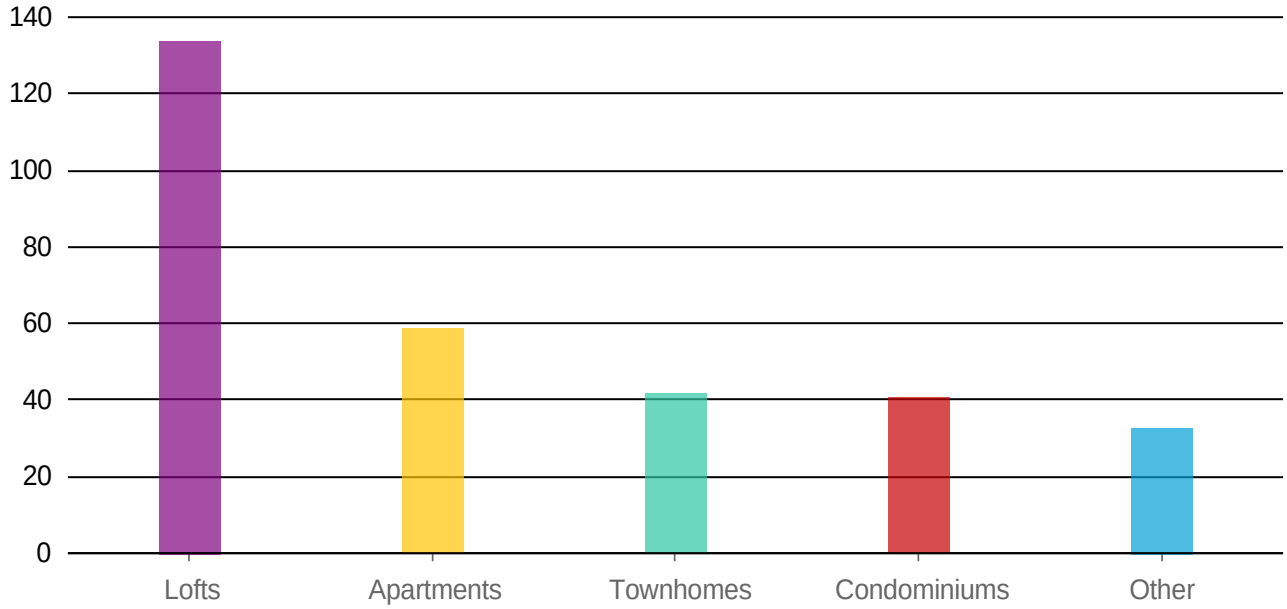
When focusing on downtown revitalization, what is most important to you?…



Rank	Answers	1	2	3	4	5		Average score
1	More retail/dining	25.37% 52	17.56% 36	12.2% 25	13.66% 28	9.27% 19	4.39% 9	7.34 8.29% 17
2	Attracting new businesses	13.17% 27	21.95% 45	17.07% 35	12.2% 25	10.73% 22	8.7	7.06
3	Activating empty/vacant spaces	21.46% 44	16.1% 33	14.63% 30	10.73% 22	8.29% 17	7.32% 15	6.96 6.34% 13
4	More public spaces/parks	11.71% 24	6.83% 14	13.66% 28	11.71% 24	15.61% 32	13.1	6.10
5	Enhancing public safety	14.63% 30	7.32% 15	9.27% 19	9.76% 20	13.17% 27	11.22% 23	5.88 10.73% 22
6	Better walkability (sidewalks)	2.93% 6	6.83% 14	9.27% 19	13.17% 27	11.71% 24	13.6	5.10

Answered: 205 Skipped: 4

What types of residential does downtown Griffin need?



Answers	Count	Percentage
Lofts	134	64.11%
Apartments	59	28.23%
Townhomes	42	20.1%
Condominiums	41	19.62%
Other	33	15.79%

Answered: 195 Skipped: 14

Are there elements of other thriving downtowns that you visit that Griffin should…



Response	Count
Senoia	6
No	4
Yes	2
More restaurants	2
Macon	2
Forsyth	2
Yes. LaGrange. Downtown theater, brewery, and amphitheater that brings in actual events/concerts/	1
Yes, I love Senoia and McDonough	1
Yes! Food trucks would be great.	1
Walkability away from Traffic, Better Parking areas	1
Upscale dining options, escape room, park/play area, dessert bar	1
Updating the structures, example Senoia	1
time-consuming shops and activities. Enough with the restaurants. There needs to be things to do if y ou're going to be there when you're hungry. Yarn shops w/ lessons, Indy bookstores w/ used & new b ooks & places to sit, specialty, cool variety	1

Thrift/vintage clothing	1
Thomasville, Macon	1
Things that don’t revolve around alcohol	1
There is no center, no connectivity. The layout does not encourage community.	1
The local breweries and nightlife of downtown Macon.	1
The lights at Hill and Solomon and Hill and Broad and possibly Solomon and 6th should be all stops t o allow for safer crossing for pedestrians. Basically all traffic lights are red to allow for pedestrians to c ross in either direction.	1
The environment	1
Street Vending	1
Stop trying to replicate others bring the life of Griffin	1
St Augustine, Savannah	1
Splash pad, kids indoor playground	1
Something for everyone: mornings are for the kids and families. Things for the youth to do. A nightlife that is safe.	1
Signage is an issue downtown. It’s nice when the signs hang out over the sidewalks so when riding by you can see them.	1
Shuttle service	1
Shops and restaurants open till 9 pm during weekend. More art programs.	1
Sense of safety	1
Senoia. Forsyth.	1
Senoia, Halcyon (Forsyth county), Forsyth (City), Savannah, Greenville (South Carolina)	1
Senoia, GA; Asheville, NC; Chattanooga, TN	1
Senoia has great outside dining	1
Senoia and Zebulon (sense of comfort and safety)	1

Senoia and Zebulon	1
Senoia and Newnan	1
Senoia / Dahlonega	1
Senioa	1
Savannah, Ga	1
Rooftops, breweries, great restaurants	1
Rooftop bars/restaurants, breweries. A really nice park would be a nice addition as well	1
Rooftop attractions, breweries, outdoor dining	1
Revitalize our empty buildings	1
Restaurants open on Sunday	1
Restaurants	1
Reading garden, book store	1
quality of renovation; quality of type of business	1
Public transportation	1
Public green spaces and greater/safer walkability. Public art. Creative lighting of alleyways.	1
Plenty of parking	1
Peachtree city, newnan	1
Peachtree City and Newnan	1
Parking	1
Painted, attractive, repaired store fronts. Not opposed to planters, but our design is not working. Plant s are not attractive & I would be fearful of sitting on the benches near planters- public safety here.	1
Oxford, Mississippi Senoia, Georgia. Madison, Georgia	1
Outdoor seating/dining/patios	1

Outdoor seating and possible rooftop seating (depending on the building and due to size of business) This would allow more business and less traffic blocking sidewalks.	1
Outdoor eating locations (McDonough, clear tents)	1
Outdoor dining	1
Original and different places for dining, coffee, desserts	1
Opelika, AL	1
Not really I like that ours is different	1
No, it's really good downtown	1
No, I think less housing/residential is better	1
No we don't want to be like anyone else-. Bring back our history and make it family friendly	1
Nightlife other than just bars. Somewhere to shoot pool with live music or karaoke, somewhere to just hangout.	1
NIGHT LIFE.	1
Night life,resturants,entertainment	1
Night life	1
Newnan, Senoia, Rosemary Beach/Seaside (FL), Canton, Roswell, The Town of Trilith in Fayetteville (Pinewood Studios)	1
Newnan, Jackson, Fayetteville, PTC, Macon have bigger art communities and offer opportunities for mobile food and businesses to come to public events. Griffin has not been welcoming bc of fear of co mpetition to businesses.	1
Newnan, GA has a lot of outdoor markets and festivals	1
Newnan, and Macon has some nice elements.	1
Neighborhood lot McDonough and book store	1
More weekend events for young adults. Nightlife activity. Outdoor live music. More activities	1
More shops and easier parking	1

More shops , clothes store, maybe a workout place all within walking distance	1
More restaurant choices	1
more relevant small businesses. how many antiques does one community need?	1
More public art , sculptures, murals	1
More outdoor festivals	1
More outdoor dining spaces	1
More out door actives.	1
More live music	1
More family friendly dining options….less focus on alcohol/bars	1
More family friendly areas with food and alcohol, dog park, brewery, nicer restaurant, wine bar	1
more diverse shopping and dining options	1
More dining and shops open on Sundays, since that is a day people have off to go out. A farmer's ma rket every weekend would be a huge hit!	1
More dining and shopable stores	1
More decorations, more community events	1
More community wide activity; more resources for the homeless or people in need	1
More community festivals and events	1
More activities to participate. Festivals & events that are more than just a couple of vendors & lacklust er entertainment. If griffin could replicate McDonough or Covington, we would be heading in the right direction.	1
McDonough. Without the traffic and parking	1
McDonough- the square, new businesses, homeownership	1
McDonough Ga , Newnan Ga	1

McDonough and Senoia should be our blueprint. Griffin’s downtown is larger than both, but they are close to 0% vacancy with high quality dining, drinking, and shopping options. We need a pull. Capitalize on Sun City residents.	1
McDonough and Newnan	1
McDonough	1
Madison, GA	1
Madison or millidgeville	1
Look at Senioa; Peachtree City Night Market	1
Locust grove	1
Laurel MS, Macon well lit outdoor dining and bars	1
LaGrange; Decatur; Greenville, SC; Columbus; Woodstock	1
Kids Activities/Spaces	1
Keep it a small home town feel, with show casing our history	1
I like how Atlanta has scooters you can rent, not sure Griffin is big enough for that tho	1
I like dining outdoors, music, art think of downtown Decatur	1
I feel like a lot of towns downtown area have a fountain! I think a fountain would be absolutely beautiful somewhere downtown that people can enjoy !	1
I don't know if other towns have it or not but there are not any men's clothing stores, or any shoe stores. All the boutiques that sell clothes are pretty much alike in my opinion.	1
I believe the golf cart “taxis” weren’t advertised enough. Nashville has those and it works great. We need more than one and specific routes and times.	1
Holiday activities	1
Griffin just needs to make all the vacant spaces look better and improve the safety factor by getting those vacant spaces fixed up and filled with viable businesses.	1
Greenville SC; Gatlinburg; St. Augustine, Savannah, Nashville	1
General curb appeal improvement to draw more interest for business.	1

Fun places for teens	1
Flashing street signs for pedestrians to walk	1
Flashing lights for pedestrian crossing	1
First responder prescience. Police on bikes	1
Family friendly, lively	1
Events	1
Entertainment family	1
Entertainment businesses	1
Enhanced landscaping, accent lighting	1
Energy healing center, esoteric shops, an Ethan Allen needed, more fine dining, 1 Grain n Berries, Bo bba teas, more healthy smoothies	1
Downtown Athens is a city I enjoy visiting it has an old feel but yet it has the foot traffic at night that is awesome. The side walks have inset lighting and all businesses are well lighted.	1
Dahlonega, GA	1
Covington	1
Cool and diverse eating establishments, shops other than antique stores. Better traffic flow.	1
Continue to add great restaurants and shops	1
Completion of the Amphitheater	1
cleanliness; ambient mood; lighting (lighting is inconsistent)	1
Cleanliness and dining options similar to Senoia	1
Check out Perry, GA; safe, thriving, diverse, beautiful downtown	1
Businesses are open on the weekends and with extended evening hours for shopping. I work until 5:0 0 and mos	1
Brewery and higher end entertainment venues	1
bistro lighting alleys; bulb lights on the top borders of all downtown buildings	1

Bank St, Slices , Broad St Mill	1
Atlanta Ponce City Market, Savannah downtown	1
Art	1
An amphitheater, more shopping, more dining options.	1
Amphitheatre and good lighting on secondary streets	1
Again,downtown Boulder	1
A monorail like Seattle that gives a tour of down town	1
a mixed indoor/outdoor (patio-type) dining experience. Better walkability utilizing alleyways (alley clea nliness and safety)	1
A local bookstore! Less through traffic, especially truck traffic. Maybe a shuttle service on some days (especially Saturday).	1
A city center that everything grows around would be nice.	1
A book store/more restaurants /neighborhood lot area	1
better events downtown	1
	1

Answered: 162 Skipped: 47

Is there place in downtown Griffin that you envision becoming something more?



Response	Count
No	2
N/a	2
Yes.. the Westside of downtown	1
Yes. One Hill is such an eyesore and has so much potential.	1
Yes. A business that all ages could enjoy. How do I find investors and make a business plan to do this ?	1
Yes, the residential area	1
Would love the see the bank turned into lofts and whatever is on the corner finished into mixed use lif ers and dinning. Starbucks would be amazing	1
Would love an area with outside seating and activities. Like a bar or brewery. One a nice day there is nowhere to go for a meal or drink beside La Parilla for outside seating.	1
would like more picnic type areas where people can eat outside	1
WHATEVER LOOKS GHETTO	1
We need a real wine place. The sip and shop is hardly ever open and tipsy daisy is more like a nightcl ub bar than a wine location.	1
Vacant space behind Historic city all. Park and amphitheater.	1

Vacant lot beside city hall. Doc Holidays, old gas stations into eating places, not junk yards	1
Vacant lot at 5th and Solomon	1
Vacant buildings in general it would be a dream to have as many various businesses as possible	1
Use the old mill buildings	1
Turn the old mill into a large inclusive senior living village	1
There are several places like this I see. Would especially love to see something like community garde n project in one of the vacant lots.	1
The vacant buildings	1
The upstairs from Corner Cafe, and the building beside it.	1
The strip by A's Candles	1
The stretch from the old courthouse down Solomon St could connect the antique shops to downtown. Build that area up. Extend downtown.	1
The spot beside Corner Cafe with the weird statues, also the spot across from FBC that has the weird signs	1
The space in between Slices and Happy Days	1
The second story places should convert to apartments	1
The place on the corner of hill street and Taylor	1
The old hotel; I think on Taylor St. Movie theater.	1
The old hotel to be restored and used as a hotel.	1
The old hotel on the corner needs to be cleaned up along with the vacant store down from Corner Caf e. The items in the window are not appealing at all. A n enclosed playground in the vacant lot behind t he old city hall would be a lovely addition.	1
The old hotel has potential, a kid friendly play place/park that is safe, golf cart friendly travel, vacant b uildings for trendy/fun restaurants	1
The old hotel building that has been used for nothing but weird displays in a decade. Eye sore that co uld be so much more.	1

The old bike building	1
The large corner building on hill and Taylor that is across from smoking margaritas	1
The large building on the corner across from the church	1
The huge vacant building on the corner of downtown! Would love to see restaurants, club-like atmosp heres at night. Mini golf on the roof	1
the huge empty lot on e solomon could be cute housing	1
The hotel should be restored to annabellum style.	1
The historic hotel front by Taylor St. Would like to at least tour it or see inside	1
The heath tower	1
The Heath Building could be such a cool boutique hotel with restaurants/lounge/bar.	1
The empty school? on Hill Street, it's brick and by the blue supermarket	1
The empty lot by the Historic City Hall	1
The empty buildings are awesome locations but they are so run down and old: no one can afford to d o anything with them.	1
The east side	1
The corner of Hill and Taylor, opposite of “Smokin Margaritas” (which is not an amazing eyesight for p asser through’s as the neon stickers on windows paints a picture). The current plan of a hotel/5 star re staurant should most likely change.	1
The corner building of hill st and Taylor	1
The corner anchors on Taylor and hill need to be amazing. Not empty and smoking margaritas. Not en ticing.	1
The city park would be awesome for a putt putt course again/ more stuff to do with kid/basket ball cou rts	1
The City building/ old bank should be replaced with a huge secured multi level parking deck	1
The buildings across from welcome center & open spaces between them would be great outdoor eati ng or street market area if attractive. Or music culture venue. Garden area. So close to Welcome cent er but not very welcoming!	1

The building beside corner cafe and the hotel across from FBC	1
The building at the corner of hill and Taylor seems like it could be amazing for lofts	1
The brick building on the corner would be a great hotel. a regular hotel NOT a luxury one	1
The big corner building that is empty. Nice apartments would be nice but there's no parking.	1
The area by the Welcome Center	1
The area behind the old fire station bay (where they hold the Farmer's Market) and that area in front of the old courthouse.	1
The American deli spot could be a higher quality dining option- Or food market type area	1
The 200 block of E Solomon St. where the old city offices were once it has been talked about, to have an amphitheater in this spot would attract more out of towners.	1
That theater building on the corner of Taylor and Hill should be something! Also, this isn't downtown, but there's a huge vacant warehouse with a water tower near the railroad close to downtown that could be the next Krog Street or Ponce City Market.	1
That giant corner building across from church needs to be condos	1
Taylor Street beautification, as a main artery into the downtown area.	1
Taylor & Hill empty building should really be something usable. It's emptiness is an eyesore.	1
Tall building corner of Hill & Solomon	1
Take place where youth can enjoy themselves and not being Danger	1
Sorry wouldn't know. Just moved here from Miami	1
Some of the vacant buildings going towards North Hill Street using the building for a restaurant and nice bar upstairs and downstairs.	1
Some of the back alleys could be great spaces for restaurants, bars, etc.	1
Solomon Park, Alleyways	1
Solomon Park and the old GDN site	1
Solomon Field should be an amphitheater	1

So many store fronts have shops that stay for a few months & then vacate. We need sustainable businesses in any of the store fronts along the downtown strip.	1
Several delpidated buildings could become parking	1
Run down warehouses turning into parks/dog park	1
Roof top bar/restaurant	1
Revitalize the alleys, Bank and State to attract business	1
renovation of Plott Hide building, Griffin Hotel	1
Put something in all vacant stores	1
Possibly incorporating apartments I to the footprint on both East Taylor coming into town and West Taylor leaving downtown	1
Parking Deck, The alleys behind the businesses	1
Park next to Historic City Hall becoming better concert venue	1
One hill and Taylor - make it a multi level family fun center with bouncy, laser tag, game rooms, preschool kid area, movie theater with dinner on the bottom- have party rooms- do an outdoor garden bar area on top...	1
old Ellis Cycle shop, vacant lot behind Historic City Hall	1
Old Crouch’s building. Could be dining, shops, lofts	1
Old crouch’s building	1
Old City Hall Lot	1
NewTown Macon	1
Need Marta buses for people in griffin	1
Move food market from the Kiwanis fairgrounds to lot right side of Historic City Hall. It has parking space for vendors to drive up easily with produce & space for shoppers. Permanent spaces for vendors/ power, water.This could have a lot of uses.	1
Most of Taylor St. family dollar shopping center is an eye sore. It’s embarrassing to bring family and friends to town	1

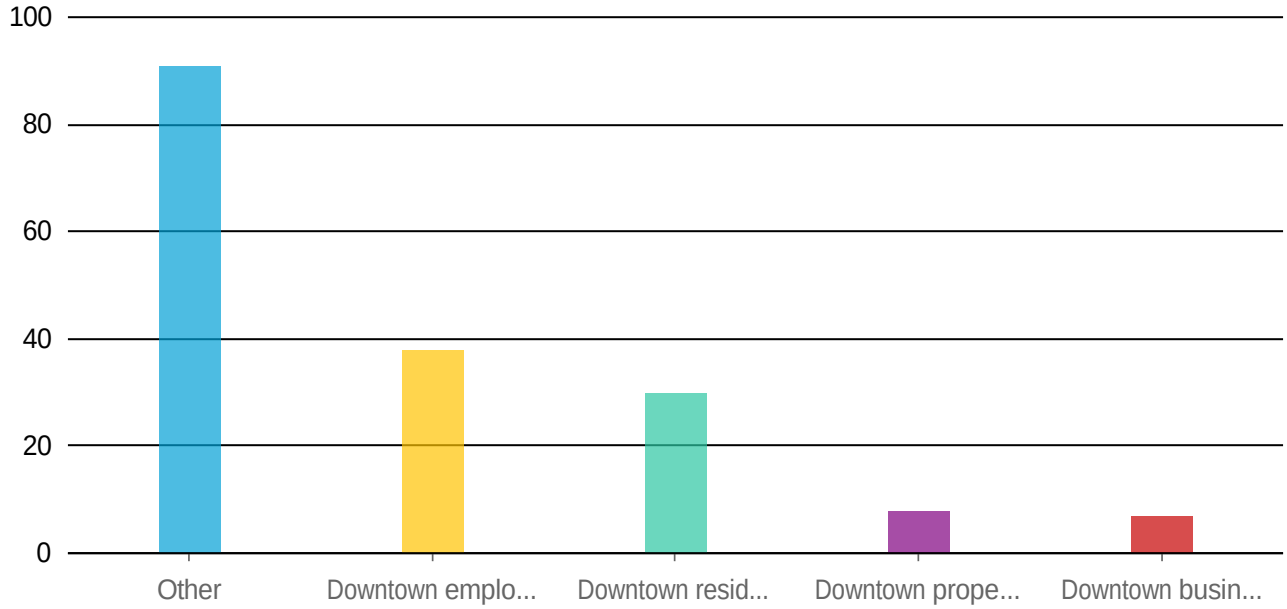
More unique/boutique restaurants (breakfast, brunch, nice steakhouse, nice Thai place)! A good spa would be amazing! A makeup/beauty store would be great.	1
More spaces to just come and sit and relax and enjoy the area that is independent of the outdoor dini ng spaces.	1
More shopping nails, workout place, healthy eating	1
More outdoor environments to enjoy the elements	1
More holiday decor.	1
More actual homeowners and less section 8 housing.	1
Maybe where Angelo's was. Put a bar with live bands like in Nashville.	1
Lot behind/beside public defenders office.	1
Locust grove	1
Large buildings that are mostly vacant and could be perfect for mixed use utilization.	1
Just spruce it up.	1
It is not downtown, but the old Renaissance Assisted living facility is sitting empty and useless. It woul d be a great place for homeless to get on their feet in someway, or a place for young adults to live alo ng with elderly to help them out.	1
Indoor playground. Bounce house, obstacle course, etc	1
If there 'we' no obstacles... The area between Veterans bldg. & old City Hall/Fire Dept. bldg.	1
I would love to see an upgrade to the apartments downtown.	1
I would love to have a Atlanta Beltline or Newna LINC A pedestrian/biking multiuse path around the cit y would be awesome	1
I would like to see the proposed amphitheater to be built to be another venue for our various arts orga nizations (Griffin Ballet, Main Street, Camelot, Griffin Choral Arts).	1
I envision the buildings on the side facing the rail-road tracks becoming the front of buildings and mor e aesthetic looking with outdoor tables and awnings instead of garage doors. I see small playgrounds in the pockets of green spaces.	1
I don’t know.	1

Honestly I think griffin should incorporate a club like crazy bull some how. That would be awesome	1
Heath Towers building, Old Feed and Seed building on N. Hill Street, Vacant lots beside Historic City Hall	1
Heath Towers - loft apartments and upscale dining downstairs with a quaint coffee/tea morning business.	1
Heath building	1
Heath	1
Healthy lunch (sandwich soups) that is open on weekends. Coworking space. Nicer dinner options	1
Have live music more often outside!	1
Gigi's Gelato	1
field beside HCH	1
Family friendly	1
Crouch’s building	1
Corner of Taylor and Main St.	1
Corner of Taylor and 6th st	1
Corner of hill and Taylor. Change the laws and let that building have a Steakhouse that serves brews. It 2022 geez	1
Building on corner of hill and Taylor, location next to studio d	1
Building an actual place to house the Farmers Market with stalls like Senioa showing we are serious about pop up businesses coming in to sell wares.	1
Block across from The post office and Welcome Centwr	1
area beside old city hall	1
Area at W Bank St and State Alley; W Slaton Ave (just parking, maybe some greenery added; Area beside Historic City Hall	1
Any of the old dilapidated buildings could look better.	1

Any of the empty buildings	1
Any of the beautiful, brick mill buildings into multiuse options. The surrounding neighborhoods would be an issue.	1
Amphitheatre space finished. Warehouse along railroad (old hide company) condos. Dovedown area with restaurants and stores (that is not used by church). Large brick building at base of 6th St. bridge remodel into apartments.	1
Amphitheatre and park at Solomon and 5th	1
Alleyways need to become safe places…maybe sitting areas, outdoor dining options, kid play areas while parents rest etc…	1
Alleys	1
All the empty spaces of fly by night, less desirable businesses to be eliminated	1
All rundown places need to be fixed up. Building owners should be held accountable for the appearance and upkeep of their store fronts.	1
A mecca for foodies and unique shopping locations that aren't priced above the middle class ability to buy	1
The Towers could house a gastropub or restaurant on the ground floor and additional 4 floors into 2-4 apartments per floor.	1
	1

Answered: 140 Skipped: 69

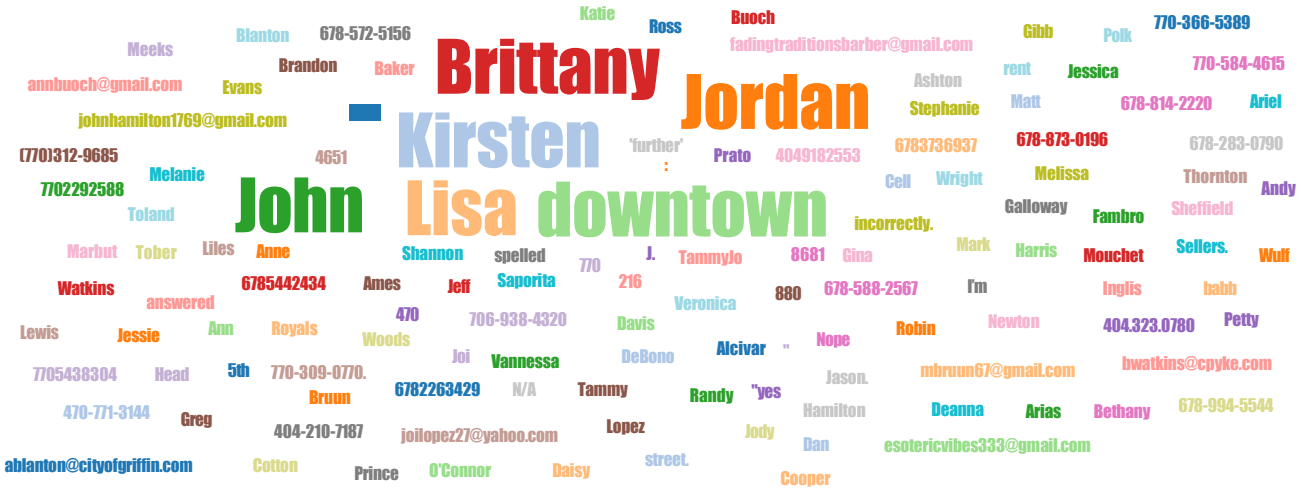
Do you fall into one or more of the follow categories?



Answers	Count	Percentage
Other	91	43.54%
Downtown employee	38	18.18%
Downtown resident	30	14.35%
Downtown property owner	8	3.83%
Downtown business owner	7	3.35%

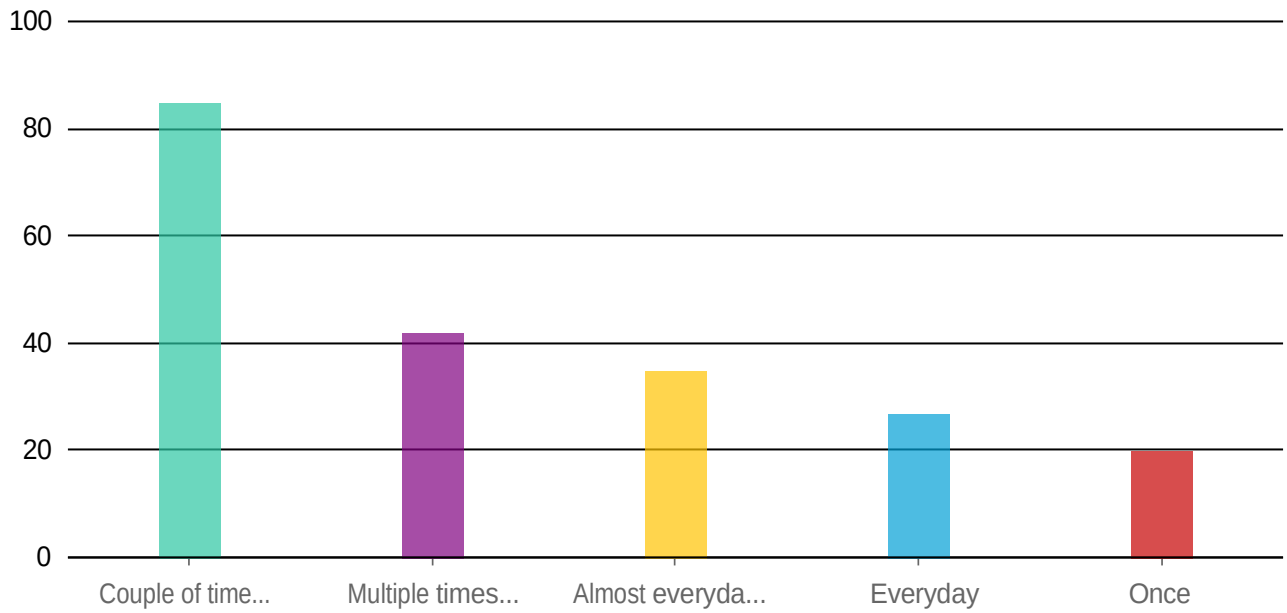
Answered: 166 Skipped: 43

If you answered "yes" to previous question, would you consider leaving your name an…



Answered: 56 Skipped: 153

In the last 6 months, how often have you visited downtown Griffin?



Answers	Count	Percentage
Couple of times a week	85	40.67%
Multiple times a week	42	20.1%
Almost everyday	35	16.75%

Everyday	27	12.92%
Once	20	9.57%

Answered: 205 Skipped: 4

What are possible ways the city can address homelessness?



Response	Count
Shelters	3
Unsure	2
Shelter	2
No idea	2
Homeless shelter	2
Zero tolerance. Panhandling should not be tolerated at all, it deters shoppers, interrupts the paths or routes a shopper would take from one retailer to the next to avoid the encounter.	1
Work/Spalding Collaborative's efforts to address homelessness/ poverty: Attend SC's meetings. Turn empty space into emergency housing- place for a shower/toilet. It will need manager/ a passion to improve our town & people's lives. Transportation.	1

work with non-profits to provide shelters and programs to help re-integrate people into society	1
Work with nonprofits in the community to discuss resources in conjunction with law enforcement to we igh what can be done legally and in the best interest of those who are homeless	1
We need more subsidized housing on the north side of town.	1
Warming Centers, Community Gardens	1
Use empty buildings for shelter purposes or make more room available in current shelter for homeless	1
Turning larger vacant buildings into homeless shelters?	1
Turn vacant buildings into homes for them	1
Turn one of the old buildings into a shelter. Write it off on taxes	1
Tiny Homes or efficiencies	1
Tiny home villages	1
They will continue to do what you allow. So many homeless people have chosen to be homeless but it doesn’t mean they can just sleep on the sidewalks or beg outside of businesses. If the COG continue s to allow this behavior it will get worse.	1
The city is doing a great job with the homelessness, currently	1
The city can only do so much. They have to want to be helped. Can’t force it as long as they are civil t hey are welcome as far as I’m concerned. But always offer the help.	1
That is a tough one. It is getting very bad though. I understand we take in drug addicts from all over th e state for rehab and then they walk away. Maybe give them transportation back to where they came f rom.	1
That I don’t know	1
Take the abandon houses and building renovate them they can also be used for transitional housing	1
Take a vacant lot that the city has torn down old homes and build some tiny homes.	1
support shelter developments in appropriate locations w/church, NGO	1
Support a non-profit organization who can provide for homeless persons rehabilitation, medical care, and relocation.	1

State/federal funded grants for homes or type of housing	1
Ship them to California	1
Shelters.	1
Shelters made available outside of downtown; loitering ordinances and enforcement; public spaces ou tside of downtown away from retail/dining/businesses.	1
Shelter, local barber can give haircuts at a fixed price so homeless can look and feel good about them selves, rehab program that can help the homeless find housing and or job postings	1
Shelter / educate the public	1
See above answer, don't know how it could work.	1
Security Guard or Traffic Patrol Guard	1
Safe shelters, advancement opportunities (education, housing, job), “tiny” house concept, substance use resources	1
Relocation and help - whether it be finding a shelter until they get on their feet. Providing educational classes to help them with finding a job. Help with healthcare and basic needs.	1
Relocate/close the impact ministry. They brought them to our town.	1
Relocate them. More police monitoring	1
Relocate services that bring them here.	1
Relocate people	1
Referral to shelter if we have one / creation of a shelter if not	1
Put them to work!!!!!	1
providing shelters/transition programs.	1
Providing more for the homeless outside the heart of town	1
Provide them with housing jobs for a limited time, rehab	1
provide shelters	1
Provide SAFE housing that's affordable	1

Provide a homeless shelter	1
Provide a "hand up" not a "hand out." Give them employment or direct them to a shelter.	1
Programs to help the homeless, Facilities available with resources	1
Prepare a building that’s run by community	1
Partnership with non-profit programs for treatment/relocation	1
Partner with Rescue Missions	1
Partner with non-profits & others who can address specific needs of homeless; survey other cities to s ee how they address homelessness	1
Partner with area churches/community leaders (those with funds), to create a community wide plan. R elocate the downtown shelter immediately. There are those that own locations within proximity that co uld give buildings for shelters and use.	1
Outreach programs	1
Open the homeless shelter 24 hrs-. Give them a place to hang there and go instead of having to mov e-. Build up the 13th st with resources and a few more housing - reach out more to the community for their help -maybe have an advocate like impact	1
Open more shelters and extend more help	1
Open more churches	1
Open a larger homeless center and allot a set amount of tax funded money to provide a safe place for the homeless community to go.	1
Open a homeless shelter and if they are loitering, they are taken there.	1
Offer opportunities for able body homeless the opportunity of employment by helping keep the streets clean. Enable them to better themselves. Some may be on the streets due to mental health issues. W e need to get them to facities where help is	1
Offer jobs	1
not sure we can. this is a national issue but i dont think certain clinics around here help	1
Not allow them to sleep or commune in local areas downtown	1

moving the homeless ministries out of the downtown core, but do it in a way that still serves that population	1
Move them outside of the downtown area	1
Move them out of the city or regulate their rehabilitation that would benefit the city and them	1
Move the shelter away from the business district and provide a ride via GPD to that shelter.	1
Move the impact church out further from down town	1
Move Rock Springs outreach on Solomon away from downtown. Foot patrol from sunrise to 10 pm.	1
Move Impact out down town	1
Move homeless services outside the immediate downtown district and continue to encourage more businesses that can offer employment	1
Move facilities out of the middle of downtown city limits. This is a hard issue to address.	1
More volunteer opportunities for the community to come together and help	1
More shelters not in town	1
More shelters and 24 hour services	1
More shelter options	1
MORE POLICE	1
More housing and support for the homeless outside of the downtown area. The help needs to be available, but not take place in the same spot you are trying to change.	1
More affordable housing that is decent and clean and well managed. Foster opportunities for the homeless to have more self worth that promotes a desire to get out of their current circumstances.	1
Money depositors (like for parking) that are for collecting coins/cash that is then utilized by the city to aid in homeless/pan handlers. Athens has done this and the panhandling has decreased. Panhandling is horrible in Griffin.	1
Missions, education, training, assistance, transition programs	1
Mental health and addiction services	1
Mcdonough	1

Maybe give homeless the chance to help renovate some unused spaces downtown for use as affordable living space or in exchange for room and board.	1
Make sure proper leadership is in place, possibly providing place of residence/shelter away from downtown.	1
Look at root cause (mental health) and make a plan from there	1
Laws to prevent/feter.. Options for them to improve their situation.	1
Law Enforcement. Homeless Facilities outside of the City	1
Keep them out of here. Makes people not want to come walk around because they have to deal with them begging or hollering .	1
Keep them off of the streets. Provide incentives, programs to help them re-engage.	1
Keep homeless people out of the downtown areas, some harass you as you go inside places, makes me not want to go anymoee	1
Keep alleyways lit and nicer	1
Increased police monitoring, removal of businesses that attract homeless individuals to downtown	1
In Washington DC some homeless people sell maps to commuters and tourists for $1.	1
Improve the shelter, or add more	1
Impact ministry needs to be moved from the downtown area. Needs to be outside of city limits	1
I wish i had an answer to this	1
I think the people that are homeless, enjoy it. I don’t know how the city could make them not want to be homeless their are too many options that the city already gives	1
I honestly don't know	1
Housing vouchers that incentivize property owners to rent to them	1
Holding events where funds go to the population in need	1
Have more daytime activities/spaces for them to gather/ be active/ access different services based on needs, rather than lingering around high customer-traffic areas	1
Have a shelter with actual beds, showers, clothes, meals only allowed for the homeless	1

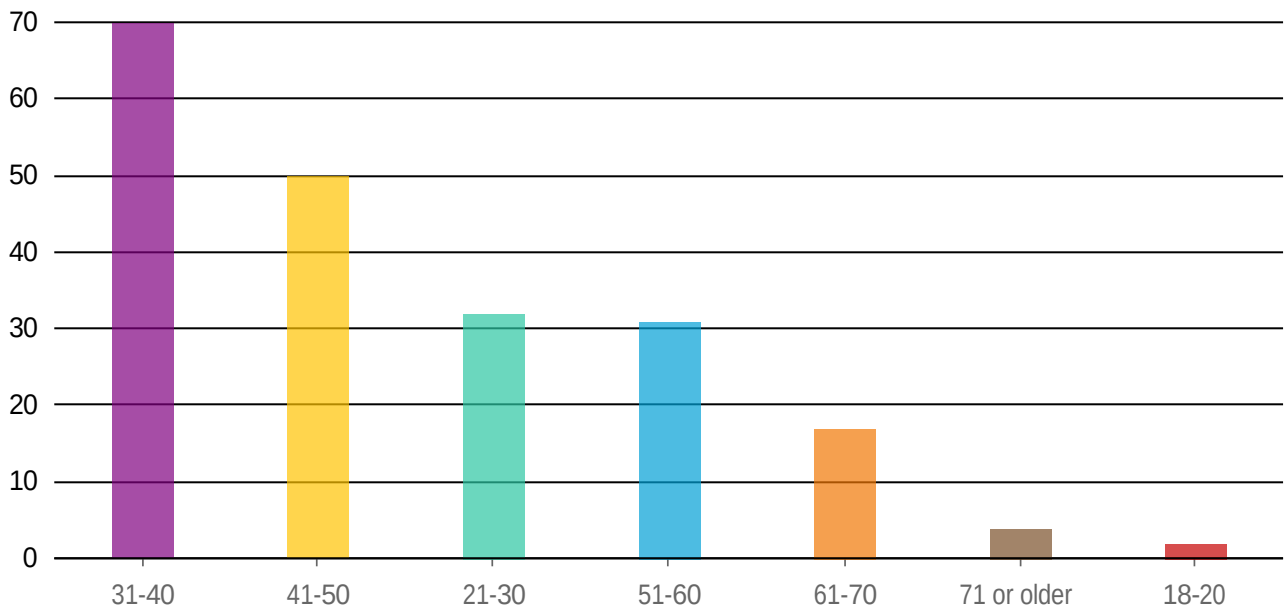
Have a shelter on the outskirts away from downtown	1
Have a shelter nearby help them get work	1
Have a homeless shelter	1
Give them clean up jobs.	1
give them a place to live. An apartment/sober living	1
Git them help finding a job.	1
Getting them involved with the beautification process and the upkeep of Griffin. Giving them a purpose and job.	1
get the homeless in touch with organizations that can help get them off the street	1
Get rid of the drug rehabs. Crack down on drugs and crime	1
Foot patrol at night to cut down on homelessness related crimes. Anything that could possibly provide shelter and a legitimate place to be other than the streets and alleys.	1
First, send mentally ill/drug abusers into respective programs. Then, for others, a rehab program that trains them on independent citizenship. What if a portion of old TSMS was converted into this? Housing/shelter/life skills then they graduate?	1
Find an alternative location for Impact Ministries as well as explore mental health options with McIntosh Trail to remedy people from outside of the city/county being "dropped off " here with no place to go after short term treatment.	1
Feed and have a homeless shelter	1
Establishing a place / shelter where they go that is NOT in Downtown	1
Establish shelters or other facilities for these.	1
Enforce current codes and deepen relationship with current non-profits established to meet the needs of the poor and or homeless	1
Encourage and help Impact Ministries move to the edge of town.	1
employment / purpose / hope	1
Educate the community; reach out for support from businesses & community organizations	1

create shelter areas in designated places	1
Create jobs. The federal government has to stop giving away money and incentivizing people to sit at home and do nothing.	1
Create job opportunities/programs for people to help themselves	1
Convert bigger, empty building like the old hospital etc. To shelters	1
Churches getting involved, tent cities	1
Check Macon! They opened an old hotel next to (or developed) a median park type/outdoor shaded si tting .	1
By possibly adding a shelter or something similar	1
By helping them , one at a time	1
By addressing mental health… More services from the community service boards	1
Build homeless shelter	1
Build a shelter	1
Build a homeless shelter, they work downtown to stay there.	1
build a clean and quality shelter that’s in a good location, provide opportunities for rehabilitation, provi de education on jobs and make resources available at the shelter	1
Better resources, shelter and programs to get people working	1
Better homeless shelters	1
Arrest them or pass a law for pandering.	1
Allow for viable homeless shelter. Not downtown though. Perhaps going east of downtown	1
Again we have plenty of vacant buildings that could be developed into homeless shelters/multi lurpos e centers	1
Affordable housing options	1
Affordable houses not appartment	1
Address mental health	1

Activation of under utilized spaces and vacant structures. Better lighting. Better accountability of organizations located downtown that specialize in charitable functions. More policing.	1
A shelter located away from the Main Street areas.	1
Create jobs that will pay in housing someone	1

Answered: 154 Skipped: 55

How old are you?



Answers	Count	Percentage
31-40	70	33.49%
41-50	50	23.92%
21-30	32	15.31%
51-60	31	14.83%
61-70	17	8.13%
71 or older	4	1.91%
18-20	2	0.96%

Answered: 206 Skipped: 3

DOWNTOWN REDEVELOPMENT PLAN

Advisory Committee Meeting #1

January 31, 2022
Old City Hall

AGENDA

1. Welcome and Introductions
2. Purpose and Elements of the URP Update
3. Discuss Goals, Priorities, and Outcomes
4. Discuss Highlights from Kick-Off Event
5. Review Survey Questions
6. Future Meetings/schedule
7. Adjourn

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City of Griffin
Downtown Urban Redevelopment Plan
Advisory Committee Meeting #1
January 31, 2022.

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NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE
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JR o.,u ChANC:G	r::)OA	JC.. V\c--'"-a2- @ a_ m """ \, c:_o"'	7 7CJ - 37 J -{e9C,'1
Chad Jacobs	CoG,	C-\°'-'-" ':> e C J,,1_ ;_C"1-.<c--1	--,7 u· '"2-7,3 - L-t I SO
Michelle Haynes		mhaynes@cityofgriffin.com	770 · d3 S- c 11-.S 6
Bruce Ballard	&-;fc.J	bruce.ballard@gscs.org	99t7-3t,,-:,- 71....8.S
Doug Hollberg	C.O	gr.ffudsch@ao/.com	-r7c? - 4Coe - 3'itA
Jessica O'Connor	CCG	jsconnor@cog.com	'\C>... d-J-9, ,, la
Pat-ick Kay	CoG	pkayl cityofgriffin.ca	77r:f- /_;?/" s-.r s-c
Cindy Jones	t hamber	cjones@city6;Clvl c.e...	77 0 ?ff' o-®
N&VV'T1>,/ GALLOWAY	G-fL-AA-	ngallaway@gallyn-law.com	770.L!» . Zk
-At:))"1 Pollard	Chamber	Apollard@cityofgriffin.com	JD ;--J)..'Y- '(Joo

DOWNTOWN REDEVELOPMENT PLAN

Advisory Committee Meeting #2

February 25, 2022
Old City Hall

AGENDA

1. Welcome
2. Review and discussion of 2008 Short-Term and Long-Term URP Projects
3. Review of Latest Survey Responses
4. Discuss “Walk abouts”
5. Open Discussion
6. Next Meeting
7. Adjourn

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City of Griffin
Downtown Urban Redevelopment Plan
Advisory Committee Meeting #2
February 25, 2022.

NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE	SIGN
Ross DeBono	Downtown Council & Main Street Board	rossdebono@yahoo.com	404-953-2706	
Todd Gulledge	The Cotton Mill	Tgulledge68@gmaiL.com	404-597-9139	R. Todd
Jason Chance	Downtown Development Authority	Jchance@gmaiI.CQIJI	770-375-6994	
Chad Jacobs	City of Griffin P&Z	cjacobs@cityofariffin.com	770-233-4130	
Michele Haynes	City of Griffin P&Z	mhaynes@cityofgri-ffin.com	770-233-4130	Michelle Haynes
Bruce Ballard	Griffin/Spalding Schools	Bruce.ballard@e:scs.org	770-367-7683	Bruce Ballard
Doug Hollberg	City of Griffin, Mayor	giffindsh@aol.com	770-468-3864	
Jessica O'Connor	City of Griffin, City Manager	jocon11or@cityofariffin.com	770-229-6408	
Patrick Kay	City of Griffin, Econ Dev't Dir	pkay(@.cityofgriffin. com	770-228-5356	
Cindy Jones	Chamber of Commerce	cjones@cityofgriffin.com	770-228-8200	Cindy Jones
Newton Galloway	Galloway & Lyndall LLP	ngalJoway@gallyn-law.com	770-233-6230	
Alison Pollard	Chamber of Commerce	agollard@cityofgriffin.com	770-228-8200	
Jude Fils-Aime	Sealth Inc.	jude.filsaime@gmail.com	404 310 9252	
Latonie Fils-Aime	Fils Aime & Assoc.	LmFRealtor@gmail.com	404 731 8976	

DOWNTOWN REDEVELOPMENT PLAN

Advisory Committee Meeting #3

March 25, 2022
Old City Hall

AGENDA

1. Welcome
2. Review and discussion of 2008 URP Public Improvement Projects
3. Recap of “Walk-about #1”
4. Discuss next “Walk-about” – East of Hill Street
5. Review of Latest Survey Responses
6. Open Discussion
7. Next Meeting – April 29
8. Adjourn

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City of Griffin
Downtown Urban Redevelopment Plan
Advisory Committee Meeting #3
March 25, 2022.

NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE	SIGN
Ross DeBono	Downtown Council & Main Street Board	rossdebono@yahoo.com	404-953-2706	
Todd Gulledge	The Cotton Mill	TgulJedge68(@,gmail.com	404-597-9139	
Jason Chance	Downtown Development Authority	Jchance(a),gmail.com	770-375-6994	
Chad Jacobs	City of Griffin P&Z	cjacobs(@.cityofgriffin.com	770-233-4130	
Michele Haynes	City of Griffin P&Z	mhaynes@cityofgriffin.com	770-233-4130	
Bruce Ballard	Griffin/Spalding Schools	Bruce.ballard(a),gscs.org	770-367-7683	
Doug Hollberg	City of Griffin, Mayor	giffindsh(@.aol.com	770-468-3864	
Jessica O'Connor	City of Griffin, City Manager	jocoru1or@cityofgriffin.com	770-229-6408	
Cindy Jones	Chamber of Commerce	cjones@.citvofgriffin.com	770-228-8200	
Newton Galloway	Galloway & Lyndall LLP	ngalloway@gaUyn-Jaw.com	770-233-6230	
Alison Pollard	Chamber of Commerce	agol l.ard@cityofgriffin.com	770-228-8200	
Jude Fils-Aime	Sealth, Inc.	Jude.fi lsaime@mnail.com	404-310-9252	
Latonia Fils-Aime	Fils-Aime & Associates	bffl:'.7Realter@ +iail,Ggm	404-731-8976	

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DO:::;J:N

City of Griffin
Downtown Urban Redevelopment Plan
Advisory Committee Meeting #3
March 25, 2022.

NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE	SIGN
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DOWNTOWN REDEVELOPMENT PLAN

Advisory Committee Meeting #4

October 19, 2022
Old City Hall

AGENDA

1. Review Draft URP
2. Discuss Final Revisions and Recommendations
3. Adjourn

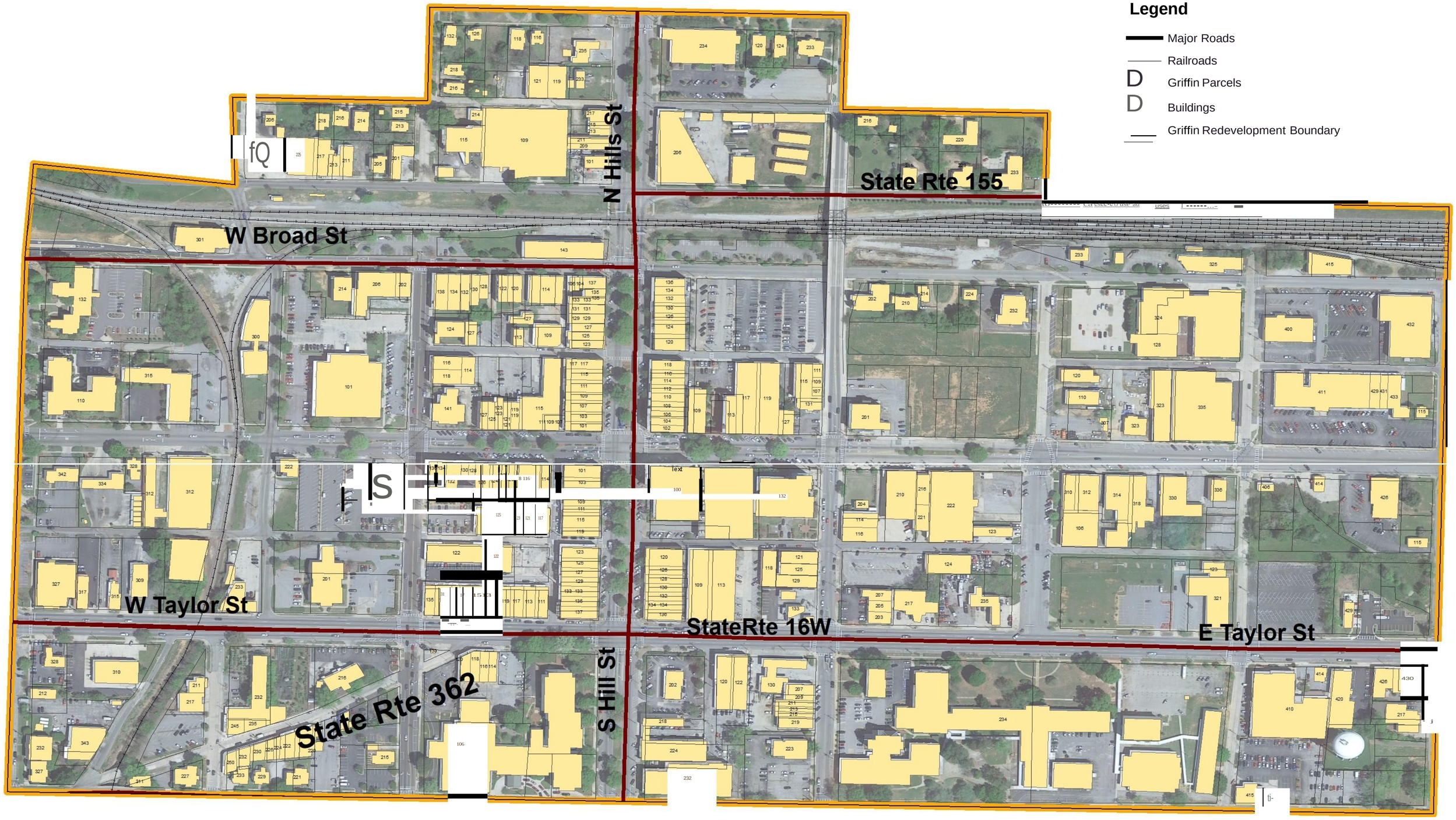
City of Griffin
Downtown Urban Redevelopment Plan
Advisory Committee Meeting #4
October 19, 2022.

NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE	SIGN
Ross DeBono	Downtown Council & Main Street Board	rossdebono@J:.ahoo.com	404-953-2706	
Todd Gulledge	The Cotton Mill	Tgulledge68@gmail.com	404-597-9139	
Jason Chance	Downtown Development Authority	Jchance@gmail.com	770-375-6994	
Chad Jacobs	City of Griffin P&Z	ciacobs@cityofgriffi11.com	770-233-4130	
Michele Haynes	City of Griffin P&Z	mhaynes@cityofgriffin.com	770-233-4130	
Bruce Ballard	Griffin/Spalding Schools	Bruce.ballard@gscs.org	770-367-7683	
Doug Hollberg	City of Griffin, Mayor	giffindsh@aol.com	770-468-3864	
Jessica O'Connor	City of Griffin, City Manager	joconnor@cityofgriffin.co111	770-229-6408	
Cindy Jones	Chamber of Commerce	cjones@cityofgriffin.com	770-228-8200	
Newton Galloway	Galloway & Lyndall LLP	ngalloway@gallyn-law.com	770-233-6230	
Alison Pollard	Chamber of Commerce	apollard@cityofgriffin.com	770-228-8200	
Jude Fils-Aime	Sealth, Inc.	Jude.filsaime@gmail.com	404-310-9252	
Latonia Fils-Aime	Fils-Aime & Associates	LmFReaJtor@gmail.com	404-731-8976	
Josh Abernathy	City Church & Downtown Council	josh@citychurchgriffin.org	770-846-3180	

City of Griffin
Downtown Urban Redevelopment Plan
Advisory Committee Meeting #4
October 19, 2022.

NAME	ORGANIZATION	EMAIL ADDRESS	TELEPHONE	SIGN

Griffin Urban Redevelopment Area



Legend

- Major Roads
- Railroads
- Griffin Parcels
- Buildings
- Griffin Redevelopment Boundary

N

A

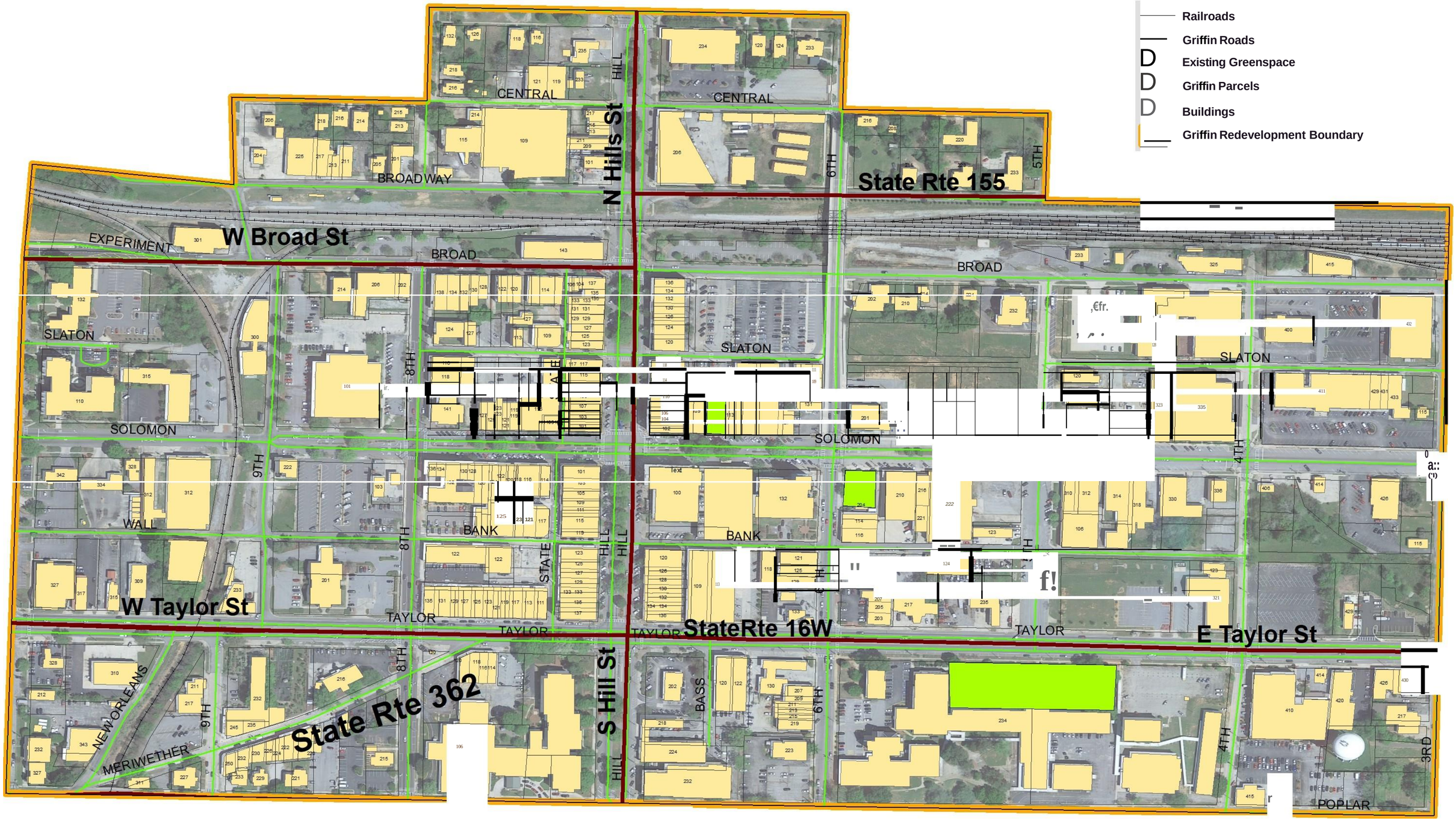
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ThreeRivers REGIONAL COMMISSION

120 North Hill St. Tel:(678) 692-0510
P.O Box 818 Fax: (678) 692-0513
Griffin, GA 30224

Produced by:
Three Rivers Regional Commission
Date: 7/1412022

Griffin Urban Redevelopment Area



ThreeRivers REGIONAL COMMISSION
120 North Hill St. Tel:(678) 692-0510
P.O Box 818 Fax: (678) 692-0513
Griffin, GA 30224

Produced by:
Three Rivers Regional Commission
Date: 8/2612022

Griffin Urban Redevelopment Area

Legend

- Major Roads
- Railroads
- National Register District
- Griffin Parcels
- Buildings
- Griffin Redevelopment Boundary

N Hills St

State Rte 155

W Broad St

W Taylor St

StateRte 16W

E Taylor St

State Rte 362

S Hill St

N

0 0.02 0.04 0.08 0.12 0.16 Miles

ThreeRivers REGIONAL COMMISSION

120 North Hill St. Tel: (678) 692-0510
P.O Box 818 Fax: (678) 692-0513
Griffin, GA 30224

Produced by:
Three Rivers Regional Commission
Date: 7/14/2022

Griffin Urban Redevelopment Area

Legend

- Railroads
- Griffin Roads
- Griffin Redevelopment Boundary

Vacancy Status

- VACANT LOT
- OCCUPIED BUILDING
- VACANT BUILDING

N

CENTRAL
BROADWAY
N Hills St
HILL
6TH
State Rte 155
5TH
W Broad St
EXPERIMENT
BROAD
SLATON
8TH
STATE
SOLOMON
9TH
4TH
WALL
BANK
W Taylor St
TAYLOR
StateRte 16W
E Taylor St
S Hill St
NEW ORLEANS
State Rte 362
MERIWETHER
BASS
3RD
POPLAR

ThreeRivers REGIONAL COMMISSION
120 North Hill St. Tel: (678) 692-0510
P.O Box 818 Fax: (678) 692-0513
Griffin, GA 30224

Produced by: 608
Three Rivers Regional Commission
Date: 10/18/2022

No. 24 -033

A RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA REVISING THE DOWNTOWN GRIFFIN URBAN REDEVELOPMENT PLAN; DESIGNATING THE BOARD OF DIRECTORS OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF GRIFFIN, GEORGIA, AS THE BOARD OF DIRECTORS OF THE URBAN REDEVELOPMENT AGENCY OF THE CITY OF GRIFFIN, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the purpose of the "Urban Redevelopment Law", O.C.G.A. Title 36, Chapter 61, is to improve economic and social conditions within substantially underutilized and economically and socially depressed urban areas that contribute to or cause unemployment, limit the tax resources of counties and municipalities while creating a greater demand for governmental services, have a deleterious effect upon the public health, safety, morals, and welfare, and impair or arrest the sound growth of the community;

WHEREAS, by Resolution adopted July 12, 2005, this Board of Commissioners, acting pursuant to the authority of said "Urban Redevelopment Law", declared the necessity for an Urban Redevelopment Program within the City of Griffin, based upon a finding of the existence of slum and blight;

WHEREAS, by Resolution adopted December 12, 2007, as revised October 13, 2009, following a duly advertised public hearing, this Board of Commissioners approved an Urban Redevelopment Program and set boundaries for an Urban Redevelopment District, as recommended by the City Manager and his staff, directing the City Manager to annually present a program budget;

WHEREAS, in furtherance of its Program, this Board has approved Resolutions adopting "Urban Redevelopment Plans" and designated the boundaries of urban redevelopment subdistricts (within the City's overall "Urban Redevelopment District") corresponding to each Plan, to-wit:

Downtown Griffin Urban Redevelopment Plan	01/08/08
Revised	03/22/22
Revised	11/22/22

Thomaston Mills Urban Redevelopment Plan	04/22/08
North Hill Street Corridor Urban Redevelopment Plan	08/12/08
Griffin-Spalding County Airport, NACOM & Industrial Urban Redevelopment Plan	10/13/09
Southwest Griffin Urban Redevelopment Plan	03/23/10

which plans include a listing of projects for which urban redevelopment powers may be used or exercised;

WHEREAS, the Board of Commissioners finds a need to exercise its redevelopment powers to improve economic and social conditions in Downtown Griffin in order to abate or eliminate deleterious effects of its current underutilized state by proper repair and maintenance of all buildings and infrastructure within the Commercial Business District, including publicly owned properties;

WHEREAS, the Board of Commissioners finds a revised Urban Redevelopment Plan for Downtown Griffin, as presented by staff and submitted to this Board in accordance with the process set forth in said law, will augment the City's Urban Redevelopment Program as previously approved for this area;

WHEREAS, the Board of Commissioners conducted a duly advertised public hearing on May 28, 2024 at 6:00 p.m. on amending the Downtown Griffin Redevelopment Plan and has given due consideration to any comments made therein; and

WHEREAS, the Board of Commissioners now concludes it is in the best interest of the City to approve the amendment to the Downtown Griffin Urban Redevelopment Plan, as submitted;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, AS FOLLOWS:

Section 1. This Board of Commissioners reaffirms its finding that the projects and improvements to be made by the City's Urban Redevelopment Program and its respective Urban Redevelopment Plans, will enhance the values of properties within the designated areas and provide incentive for quality growth and development.

Section 2. The revised Urban Redevelopment Plan for Downtown Griffin, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is approved as submitted.

Section 3. The Board of Commissioners hereby designates the directors of the Downtown Development Authority of the City of Griffin, Georgia as the City's Urban Redevelopment Agency Board of Directors to exercise urban redevelopment powers to implement the provisions of the Urban Redevelopment Program. Directors shall serve terms that coincide with their appointed terms as Directors of the Downtown Development Authority. Any prior delegation of redevelopment powers to another authorized entity is hereby revoked and rescinded.

SO RESOLVED, this 28th day of May, 2024.

BOARD OF COMMISSIONERS FOR THE
CITY OF GRIFFIN, GEORGIA

By:_____
Douglas S. Hollberg, Mayor

Attest:_____
Jessica W. O'Connor, Secretary

(SEAL)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a resolution abandoning the 20' portion of undeveloped right-of-way of North Fifth Street (0.097 acres/4,209 square feet of land). *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Per a recent survey, the right-of-way along North 5th Street from East Solomon Street to East Slaton Avenue is uncharacteristically wide at 120'. This right-of-way abuts 323 E. Solomon St. (Parcel No. 014 36004A) which will serve as the development site for Parc at Solomon, a LIHTC project. Due to gradient issues discovered by civil engineers, a retaining wall must be built at the northwestern corner of the site. In order to help with the design, the City was asked to abandon and convey 20' of undeveloped right-of-way in order to provide more room for this retaining wall to be built.

The Resolution presented finds that the 20' of right-of-way, described in the attached deed and depicted in the attached survey, is undeveloped and serves no substantial public purpose or use. The Resolution serves to abandon this portion of land and authorizes the City to convey whatever title it may hold, if any, in the closed and abandoned portions of the right-of-way to the Griffin Housing Authority.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Kelsey Carden

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FINAL - Resolution 5th St 20' ROW Abandonment and QCD.pdf
Parc at Solomon Building Plans 3.22.24.pdf
FINAL - QCD 5th Street 20' Strip ROW Abandonment w Survey 5.22.24.pdf

No. 24 –

A RESOLUTION

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE CITY OF GRIFFIN, GEORGIA, FINDING AND DECLARING THAT A 20' PORTION OF THE UNDEVELOPED RIGHT OF WAY OF NORTH FIFTH STREET FROM EAST SOLOMON STREET TO EAST SLATON AVENUE SERVES NO SUBSTANTIAL PUBLIC PURPOSE AND, IN THE BEST PUBLIC INTEREST, SHOULD BE ABANDONED; AUTHORIZING THE EXECUTION OF A QUITCLAIM DEED CONVEYING THE ABANDONED PORTION OF THE NORTH FIFTH STREET RIGHT OF WAY TO THE HOUSING AUTHORITY OF THE CITY OF GRIFFIN, PRESENT OWNER OF THE ABUTTING PROPERTY COMMONLY KNOWN AS 323 E. SOLOMON STREET, GRIFFIN, GEORGIA (PARCEL NO. 014 36004A); AND FOR OTHER PURPOSES.

WHEREAS, a recent survey demonstrates that the right-of-way along North Fifth Street from East Solomon Street to East Slaton Avenue, abutting the property commonly known as 323 E. Solomon Street, Griffin, Georgia (Parcel No. 014 36004A) (hereinafter, "Abutting Property"), is uncharacteristically wide with a width of 120 feet, much of which is undeveloped;

WHEREAS, the Housing Authority of the City of Griffin (hereinafter, "Housing Authority") is the owner of the Abutting Property which has been approved as the site for a Low-Income Housing Tax Credit (LIHTC) project to be developed by Collaborative Housing Solutions (hereinafter, "Collaborative Housing") known as Parc at Solomon;

WHEREAS, the civil engineering plans provided by Collaborative Housing for Parc at Solomon revealed gradient issues which will require a retaining wall on the northwest corner of the site. In order to better facilitate this project design, Collaborative Housing and the Housing Authority made a written request for the City to abandon an undeveloped 20' portion of the right-of-way along North Fifth Street and convey any title the City may have, if any, to the owner of the Abutting Property;

NOW, THEREFORE, BE IT RESOLVED, this Board finds, based upon a land survey completed by a Georgia licensed surveyor, that the undeveloped 20' portion of the right-of-way proposed to be abandoned, as shown and more particularly described in Exhibit "A," serves no substantial public purpose and abandonment of this portion of the right-of-way is in the best interest of the public;

[CONTINUED ON FOLLOWING PAGE]

RESOLVED FURTHER, that the City deliver a Quitclaim deed to the Housing Authority of the City of Griffin conveying whatever title it may hold, if any, in the closed and abandoned portions of said right-of-way as described herein.

SO RESOLVED, this 28TH day of May, 2024.

City of Griffin, Georgia
Board of Commissioners

By: _____
Douglas S. Hollberg, Mayor

Attest: _____
Jessica W. O'Connor, Secretary

(SEAL)

EXHIBIT "A"

AFTER RECORDING RETURN TO:
Hunter, Maclean, Exley & Dunn, P.C.
200 E. St. Julian Street, P.O. Box 9848
Savannah, GA 31401
Attn.: Edward O. Henneman, Jr.

STATE OF GEORGIA Tax Map Parcel: 014 36004A

COUNTY OF SPALDING

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2024, between CITY OF GRIFFIN, a Georgia municipal corporation (hereinafter referred to as "Grantor") and HOUSING AUTHORITY OF THE CITY OF GRIFFIN, a public body and corporate politic, organized and existing under the Housing Authorities Law of the State of Georgia (hereinafter referred to as "Grantee"), to include their respective successors, legal representatives and assigns where the context requires or permits.

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration delivered to Grantor by Grantee at or before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor have and do hereby release and forever quitclaim unto Grantee all that tract or parcel of land lying and being in Spalding County, Georgia as more particularly described in Exhibit A attached hereto and hereby made a part hereof

To have and to hold said tract or parcel of land, together with any and all improvements located thereon and any and all and singular, the rights, members, improvements, easements and appurtenances thereof, and Grantor shall not at any time by any means or ways have, claim or

demand any right or title to said tract or parcel of land or any improvements thereon, if any, or any of the rights, members and appurtenances thereof.

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

GRANTOR:

Signed, sealed and delivered
in the presence of:

CITY OF GRIFFIN, GEORGIA,
a Georgia municipal corporation

_____
Unofficial Witness

By: _____
Douglas S. Hollberg
Mayor

_____
Notary Public
My Commission Expires:

(AFFIX NOTARIAL SEAL)

Attest: _____
Jessica W. O'Connor
Secretary

4870-8420-8320 v1

Exhibit A

All that tract or parcel of land lying and being in Land Lot 145 of the 2nd District, City of Griffin, originally Monroe, now Spalding County, Georgia, and being more particularly described as follows:

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(TITLE TO THIS PROPERTY NOT REVIEWED BY PREPARER OF DEED)

SYMBOL LEGEND

- IRON PIN FOUND
- 1/2" REBAR SET
- CONCRETE MONUMENT FOUND
- UTILITY POLE
- LIGHT POLE
- FIRE HYDRANT
- CHAINLINK FENCE LINE
- WOOD FENCE LINE
- WIRE FENCE LINE
- SANITARY SEWER LINE
- GAS LINE
- WATER LINE
- OVERHEAD POWER LINE
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- FIBER OPTIC LINE
- PROPERTY LINE
- ADJACENT LOT LINE
- LAND LOT / CITY LIMIT LINE
- ASPHALT AREA
- CONCRETE AREA
- STONE AREA
- BRICK AREA
- BRICK AREA

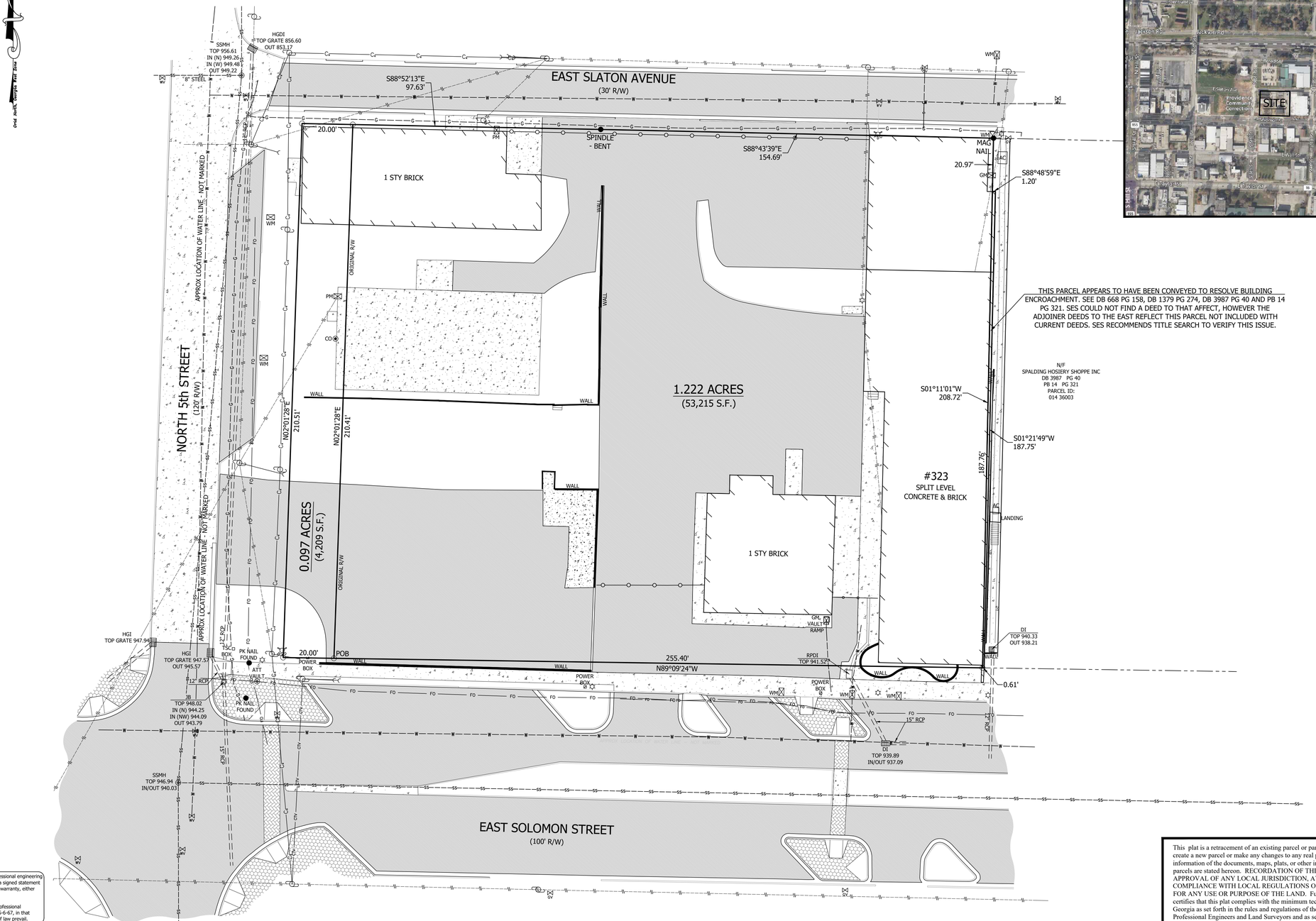
REFERENCES & NOTES

CURRENT OWNER:
HOUSING AUTHORITY OF THE CITY OF GRIFFIN

DEEDS:
DB 4978 PG 264

PLATS:
PB 17 PG 135
PB 19 PG 463

PARCEL ID: 014 36004A



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This survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Sureyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.

THE UTILITIES SHOWN ON THIS PLAT WERE TAKEN FROM INFORMATION AVAILABLE AT THE TIME OF THE SURVEY AND MAY OR MAY NOT BE ACCURATE AS TO THE EXTENT AND OR LOCATION OF SAID UTILITIES.

THIS SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.

PLAT CERTIFICATION:

The field data, completed on 5/20/22 & 1/23/24, upon which this plat is based has a closure precision of one foot in 55,936 feet and an angular error of 04" per angle point and was adjusted using equal angle adjustment. This plat has been calculated for closure and is found to be accurate within one foot in 75,789 feet. The linear and angular measurements shown on this plat were obtained using a Geomax Robotic total station.

VICINITY MAP (NTS)

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. section 15-6-67.

Mark A. Buckner GA RLS 2422 — Date: 5/6/24

0 10 20 40 60
GRAPHIC SCALE: 1"=20'

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 ★

BOUNDARY / AS-BUILT SURVEY FOR

PARC AT SOLOMON

LOCATED IN LAND LOT 145 OF THE 2nd DISTRICT, CITY OF GRIFFIN, ORIGINALLY MONROE, NOW SPALDING COUNTY, GEORGIA

Rev.	Description	Date
1	Add 20' strip of land to parcel.	5/13/24
2	Change name.	4/16/24
3	---	---
4	---	---
5	---	---
6	---	---
7	---	---
8	---	---

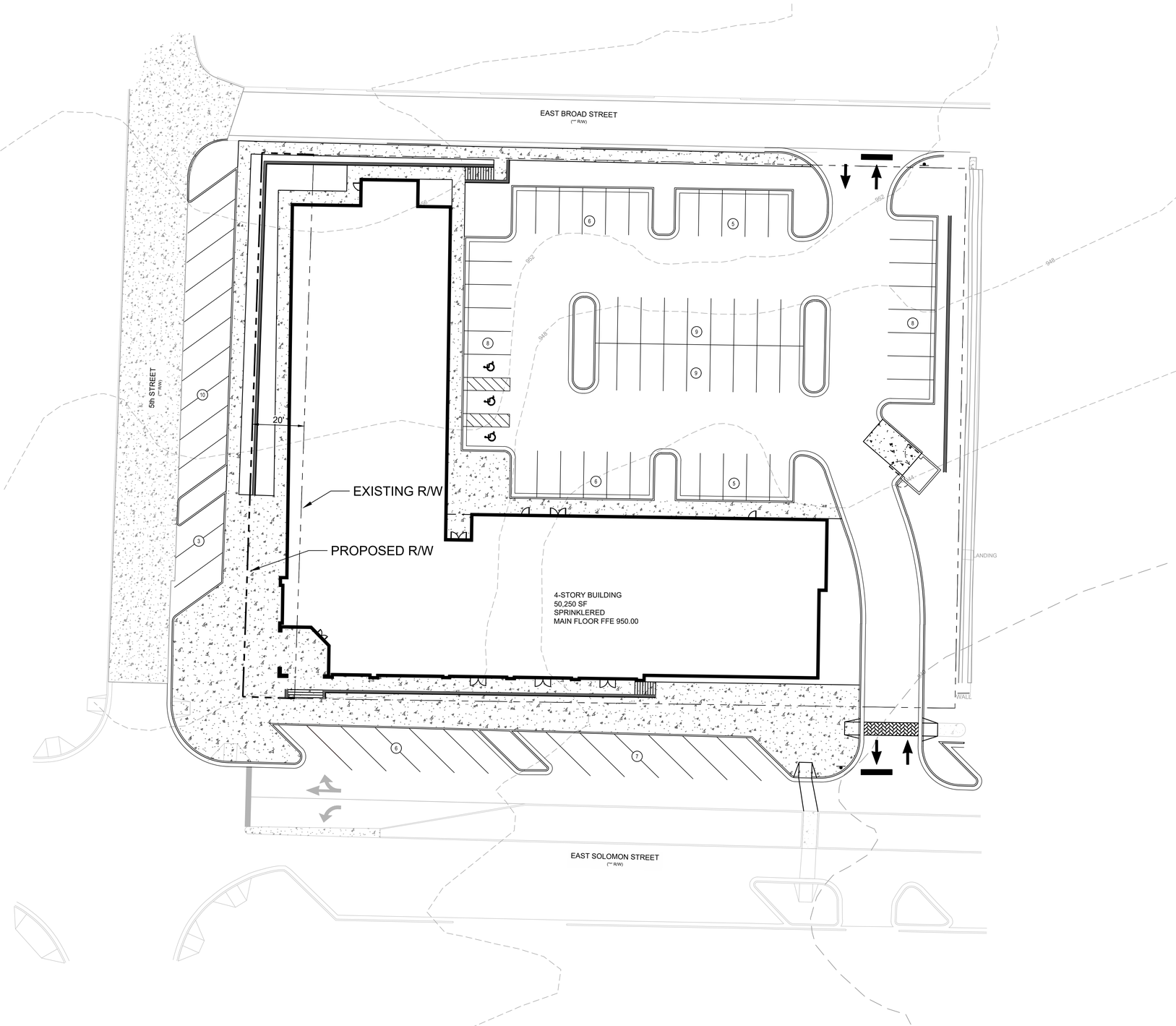
GEORGIA REGISTERED No. 2422 LAND SURVEYOR MARK A. BUCKNER

BOUNDARY / AS-BUILT SURVEY

Review by: MAB	Drawn by: JWS
Project #: S240421994	Date: 4/16/2024

SHEET TITLE
694D
SHEET # 01 OF 01

Z:\SES Projects\Misc Surveying_04\323 N. 5th Street 20' Strip Of Land - Spalding County_S240421994\S240421994_323 N. 5th Street 20' Strip Of Land\AutoCAD_S240421994\survey\323 N.5th Street 20' Strip Of Land - REVT.dwg Wednesday, May 15, 2024 12:51:25 PM



GENERAL SITE NOTES

1) ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS SPECIFIED OTHERWISE.

2) ALL TREES SHALL HAVE PROPER PROTECTION DURING CONSTRUCTION UNLESS APPROVED PLANS INDICATE OTHERWISE.

3) BOUNDARY & TOPOGRAPHIC SURVEY BY SCANLON ENGINEERING SERVICES, INC., DATED 05.19.2022. BENCHMARK IS NOTED ON SURVEY.

4) FLOOD PLAIN IS NOT PRESENT ON THIS SITE AS SHOWN ON THE FEMA FIRM MAP NUMBER 13255C0185D, DATED 05.03.2010.

5) 1 HANDICAP SPACE IS REQUIRED TO BE VAN ACCESSIBLE WITH A MINIMUM 96" WIDE ACCESS AREA.

6) ACCESSIBLE PARKING AREAS, INCLUDING AISLES, SHALL SLOPE NO MORE THAN 2% IN ANY DIRECTION.

7) THE OWNER IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AGREEMENTS FROM ADJACENT PROPERTY OWNERS IN ORDER TO PERFORM THE REQUIRED OFFSITE WORK, INCLUDING, STORM DRAINAGE, CURB AND GUTTER AND PAVEMENT TIE-INS AND GRADING.

8) REFERENCE ARCH PLANS FOR DIRECTIONAL SIGNAGE, SITE SIGNAGE, BUILDING DIMENSIONS, ETC.

9) ALL NEW PAVEMENT SHALL MEET OR EXCEED GEOTECHNICAL SPECIFICATION. SEE REPORT PREPARED BY GEOTECH NAME, DATED GEOTECH DATE.

SITE SUMMARY

SITE AREA	
SITE AREA:	1.26 ACRES (53,143 S.F.)
IMPERVIOUS AREA:	TBD
PERVIOUS AREA:	TBD
ZONING CLASSIFICATION	
JURISDICTION:	CITY OF GRIFFIN
ZONING:	CENTRAL BUSINESS DISTRICT
ADJACENT ZONING:	CENTRAL BUSINESS DISTRICT
BUILDING SETBACKS	
FRONT:	0'
SIDE:	0'
REAR:	0'
BUILDING SUMMARY	
BUILDING AREA:	50,250 S.F.
BUILDING COVERAGE:	TBD
BUILDING UNITS SUMMARY	
ONE-BEDROOM:	42 UNITS
TWO-BEDROOM:	27 UNITS
TOTAL BEDROOMS:	69 UNITS
PARKING SUMMARY	
PARKING REQ.:	1 SPACE PER ONE-BEDROOM UNIT 2 SPACES PER TWO-BEDROOM UNIT 1 SPACE PER 300 SF RETAIL
PARKING REQ.:	78 SPACES
OFF-STREET PARKING PROV.:	56 SPACES
ON-STREET PARKING PROV.:	26 SPACES
TOTAL PARKING PROV.:	82 SPACES (INCL. 3 ADA)
STANDARD STALL DIMENSIONS:	9' x 18'
MIN. DRIVE WIDTH:	24'

KEY NOTES

1	24" CURB & GUTTER, SEE SHEET C-7.0 FOR DETAIL
2	24" WHITE STOP BAR, SEE SHEET C-7.0 FOR DETAIL
3	HEAVY DUTY CONCRETE, SEE SHEET C-7.2 FOR PAVEMENT SPECIFICATIONS
4	STANDARD DUTY PAVEMENT, SEE SHEET C-7.2 FOR PAVEMENT SPECIFICATIONS
5	CONCRETE SIDEWALK, SEE SHEET C-7.0 FOR DETAIL
6	GDOT STANDARD ADA RAMP WITH DETECTABLE WARNING, SEE SHEET C-7.0 FOR DETAIL
7	CONTRACTOR TO TIE INTO AND MATCH EXISTING CURB & GUTTER
8	LANDSCAPE AREA, SEE SHEET L-1.0 FOR LANDSCAPE PLANTING DESIGN
9	ADA PARKING AREA, SEE SHEET C-7.0 FOR DETAIL(S)
10	ADA PARKING SIGN, SEE SHEET C-7.0 FOR DETAIL
11	DUMPSTER ENCLOSURE, REFER TO ARCHITECTURAL PLANS FOR DETAILS
12	STOP SIGN (R1-1), SEE SHEET C-7.0 FOR MOUNTING DETAIL
13	TAPER CURB FROM 6" TO 0" OVER 5', SEE SHEET C-7.0 FOR DETAIL
14	TYPICAL PAVEMENT MARKINGS, SEE SHEET C-7.0 FOR DETAILS
15	4" WIDE SINGLE SOLID WHITE LINE (SSWL)
16	5' WIDE CONCRETE PEDESTRIAN CROSSWALK
17	PROPOSED ILLUMINATED PROPERTY SIGN. TO BE DESIGNED BY OWNER

PAVEMENT LEGEND

*CONTRACTOR TO SUBMIT JOINT PLAN TO GEOTECH FOR REVIEW/APPROVAL PRIOR TO PAVING

CONCRETE PAVEMENT
(SEE GEOTECH REPORT BY GEOTECH NAME, DATED GEOTECH DATE)

PREPARED IN THE OFFICE OF:
GASKINS +LECRAW

© 2024 GASKINS + LECRAW, INC.

3475 CORPORATE WAY
SUITE A
DULUTH, GA 30096
PHONE - 678.546.8100
www.gaskinslecraw.com

PEF008127

REVISIONS:

REV.#	DATE	DRAWN BY:	CHECKED BY:
1			

CLIENT
COLLABORATIVE HOUSING SOLUTIONS, LLC
2107 N. DECATUR RD. SUITE 837, DECATUR, GA 30033

PROJECT
PARC AT SOLOMON
323 E SOLOMON ST, GRIFFIN, GA
LAND LOT 145, DISTRICT 02, PARCEL 01436004A
CITY OF GRIFFIN, SPALDING COUNTY, GEORGIA

SEAL:

PRELIMINARY

3/12/2024

CALL BEFORE YOU DIG

811
Know what's below.
Call before you dig.

SCALE & NORTH ARROW:

N
NORTH ARROW
0' 10' 20' 40'
SCALE: 1" = 20'

DESIGN INFO:

DRAWN BY:	YRW
DESIGNED BY:	MCS
REVIEWED BY:	TKS
JOB #:	65270001
DATE:	March 12, 2024

SITE PLAN

C-3.0

Drawing name: C:\Users\msimmons\Gaskins+LeCraw Dropbox\Shared Folders\Engineering\65270001 - CHS - Parc at Solomon - Griffin_GA\CADD\CONSTR\65270001 - 06 - SITE.dwg SITE PLAN Mar 12, 2024 10:56am by: msimmons

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Gaskins + LeCraw, Inc. shall be without liability to Gaskins + LeCraw, Inc. Copyright Gaskins + LeCraw, Inc., 2024

AFTER RECORDING RETURN TO:
Hunter, Maclean, Exley & Dunn, P.C.
200 E. St. Julian Street, P.O. Box 9848
Savannah, GA 31401
Attn.: Edward O. Henneman, Jr.

STATE OF GEORGIA Tax Map Parcel: 014 36004A

COUNTY OF SPALDING

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2024, between CITY OF GRIFFIN, a Georgia municipal corporation (hereinafter referred to as "Grantor") and HOUSING AUTHORITY OF THE CITY OF GRIFFIN, a public body and corporate politic, organized and existing under the Housing Authorities Law of the State of Georgia (hereinafter referred to as "Grantee"), to include their respective successors, legal representatives and assigns where the context requires or permits.

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration delivered to Grantor by Grantee at or before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor have and do hereby release and forever quitclaim unto Grantee all that tract or parcel of land lying and being in Spalding County, Georgia as more particularly described in Exhibit A attached hereto and hereby made a part hereof

To have and to hold said tract or parcel of land, together with any and all improvements located thereon and any and all and singular, the rights, members, improvements, easements and appurtenances thereof, and Grantor shall not at any time by any means or ways have, claim or

demand any right or title to said tract or parcel of land or any improvements thereon, if any, or any of the rights, members and appurtenances thereof.

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

GRANTOR:

Signed, sealed and delivered
in the presence of:

CITY OF GRIFFIN, GEORGIA,
a Georgia municipal corporation

_____
Unofficial Witness

By: _____
Douglas S. Hollberg
Mayor

_____
Notary Public
My Commission Expires:

(AFFIX NOTARIAL SEAL)

Attest: _____
Jessica W. O'Connor
Secretary

4870-8420-8320 v1

Exhibit A

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- OVERHEAD COMMUNICATION LINE
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- PROPERTY LINE
- ADJACENT LOT LINE
- LAND LOT / CITY LIMIT LINE
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- BRICK AREA
- BRICK AREA

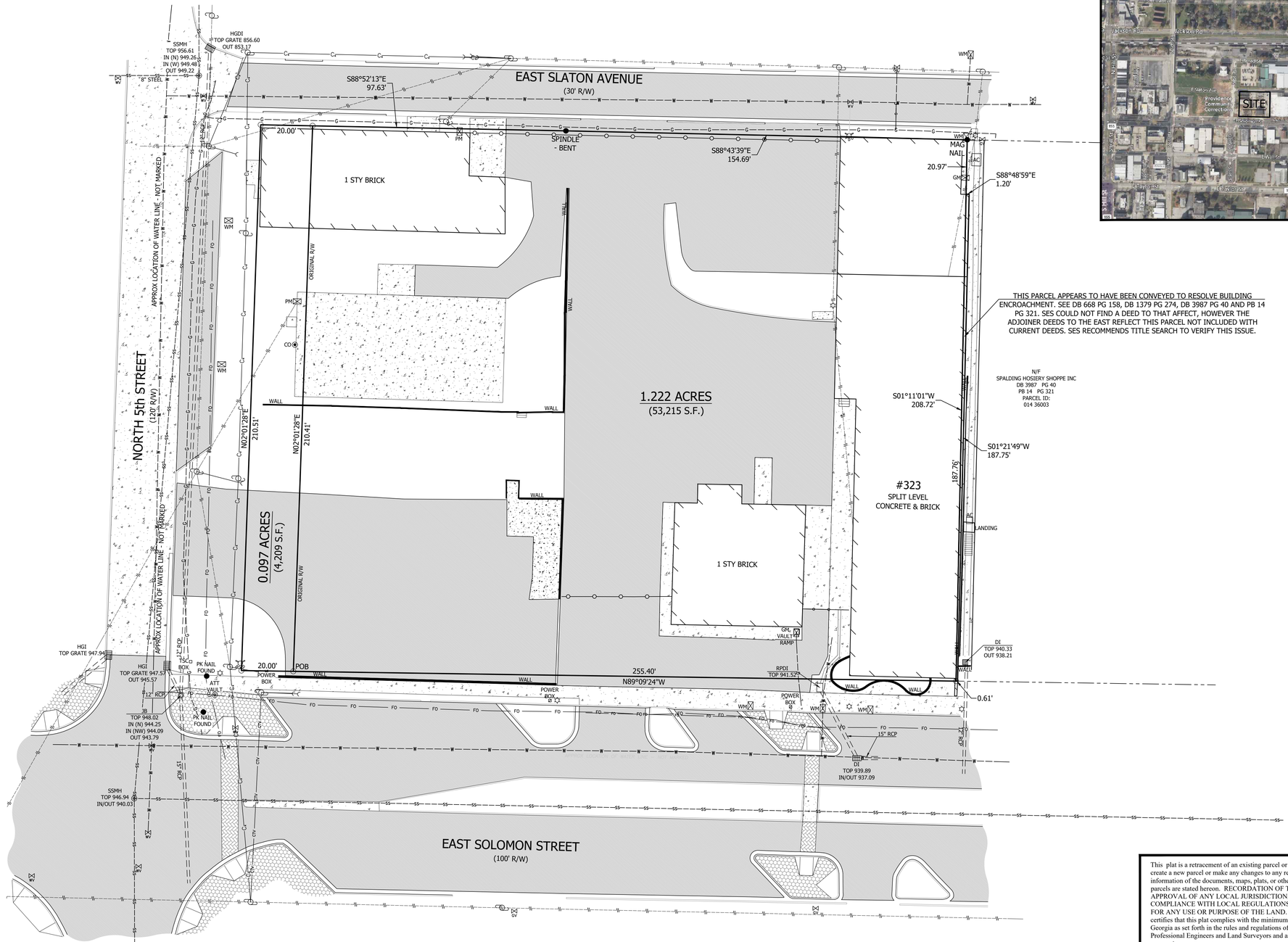
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VICINITY MAP (NTS)

Jackson Rd
Jackson Rd
Jackson Rd
E Slaton Ave
Providence Community Correction
SITE
Spalding County
E Taylor St
E Taylor St
E Taylor St
E Solomon St
S 5th St
N 5th St
Hill St
Hospital
Hospital
Hospital

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on second reading, an ordinance amending Code of Griffin, Chapter 54, Health and Sanitation, by adding Article III, Mobile Food Vendor. *Staff Attorney, Kelsey Carden, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The changes to the proposed amendment presented at the first reading have been included in the text of the ordinance amendment on second reading. These changes are as follows:

- Ice cream trucks will be exempt from the $300 permit fee applied to mobile food vendors and pushcarts, provided that ice cream trucks shall be required to obtain an OTC and shall abide by all other requirements o this article, as amended; and
- New permits obtained on or after July 1 shall be prorated for the remainder of the year.

The proposed ordinance is intended to promote access to greater culinary variety and economic growth by facilitating the operation of mobile food vendors within the City in a manner that protects the health, safety, and general welfare of the community. The article would establish reasonable regulations for the operation of mobile food vendors (food trucks), pushcarts, and ice cream trucks that will mitigate the impact of their operations and set a standard for cleanliness, quality of service, and safe operation on public and private property.

The proposed ordinance would permit mobile food vendors and pushcarts to operate between 8 am to 8 pm on private property, where authorized by the owner, within CBD, PCD, PID, and INST zoning districts, subject to operational restrictions. Only one food truck will be permitted to operate per parcel at any given time. These regulations shall not impact mobile food vendors or pushcarts participating in special events authorized by permit.

The proposed ordinance also provides regulations for ice cream trucks operating on public rights-of-way or private property within the City.

The effective date, if adopted, is June 17, 2024.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Mobile food vendors and pushcarts will be required to pay an annual fee of $300.00 per mobile food unit (i.e. per food truck or pushcart). This fee shall also cover the costs of the business's occupational tax certificate. Ice cream trucks shall only be required to pay a fee for their OTC.

In addition to the annual fee, mobile food vendors and pushcarts shall pay a fee of $25.00 per private property where the food truck or pushcart is authorized to operate.

Submitted By:

Susan Bartholomew

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
2nd Read Final - Mobile Food Vendor Ordinance - 5.28.24.pdf

No. 24 –

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 54, HEALTH AND SANITATION, BY ADDING A NEW ARTICLE, TO BE NUMBERED ARTICLE III, MOBILE FOOD VENDORS, TO PROVIDE FOR REGULATION OF MOBILE FOOD VENDORS; TO PROVIDE FOR DEFINITIONS; TO PROVIDE PERMIT APPLICATION REQUIREMENTS AND FEES; TO PROVIDE OPERATION REQUIREMENTS; TO PROVIDE FOR ENFORCEMENT THROUGH FINES AND PENALTIES, SUSPENSION, OR REVOCATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 54, HEALTH AND SANITATION, by adding a new Article, to be numbered Article III, MOBILE FOOD VENDORS, which shall include the following language:

"CODE OF GRIFFIN, GEORGIA

CHAPTER 54 – HEALTH AND SANITATION

ARTICLE III – MOBILE FOOD VENDORS

Sec. 54-33. - Short Title.

This article shall be titled the "City of Griffin Mobile Food Vendor Ordinance."

Sec. 54-34. – Intent; purpose.

It is the purpose of this article to promote access to greater culinary variety and economic growth by facilitating the operation of mobile food vendors and pushcarts within the City in a manner that protects the health, safety, and general welfare of the community. This article establishes reasonable regulations for the operation of mobile food vendors, pushcarts, and ice cream trucks for the purpose of mitigating the impact of their operations and setting a standard for cleanliness, quality of service, and safe operation on public and private property.

Sec. 54-35. – Definitions.

Commissary, also known as *Base of Operations*, means an approved catering establishment, restaurant, or other approved place in which food, containers, or supplies are kept, handled, prepared, packed or stored and which the mobile food vendor is required to return at least daily.

Ice cream truck means a motor vehicle in which pre-packaged ice cream, popsicles, ice sherbets, or other frozen desserts of any kind are carried for the purpose of retail sale on the streets of the city. For the purpose of this article, the term "ice cream truck" shall not include vendors who prepare ice cream, popsicles, ice sherbets or other frozen desserts of any kind.

Mobile food vendor, commonly known as a *food truck*, means a retail food establishment that (1) reports and operates from a single commissary; and (2) prepares and serves food from a motorized or towed, wheeled vehicle that is readily moveable and designed and equipped for said purpose.

Pushcart means a human propelled, self-contained food service cart serving prepackaged food or food prepared at a commissary that does not pose a health hazard, provided that carts commercially designed and approved to handle food preparation and service may do so. Pushcarts shall not be required to comply with mobile vehicle safety requirements set forth in Sec. 54-39 of this Article, provided that pushcarts must still comply with any and all safety requirements imposed by the laws of the State of Georgia or regulations of the Department of Agriculture or Health Department.

Sec. 54-36. – Permit required.

(a) It shall be unlawful for any person to sell, or offer for sale, food or beverages of any type from a commissary, mobile food vendor, ice cream truck, or pushcart without a permit first having been granted under the terms of this Article, except where expressly authorized as part of a city-sponsored or sanctioned special event. The permit under which a mobile food vendor, ice cream truck, or pushcart is operating must be firmly attached and visible on the vending vehicle or cart at all times.

(b) The owner of a licensed restaurant located within the City may, with a valid City mobile food vendor permit, engage in mobile food vending from a wheeled mobile trailer, pushcart, or motorized vehicle as an ancillary location of said restaurant, provided that all other provisions of this article are met and adhered to.

Sec. 54-37. – Application requirements;

(a) Permit applications for mobile food vendors, ice cream trucks, and pushcarts shall be submitted to the Department of Planning & Development Services using the forms provided by the Department.

(b) Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this article, state law, or local ordinance related to the operation of a mobile food vendor, ice cream truck, or pushcart, or otherwise fails to demonstrate the ability to comply with this Code or state law in the operation of the proposed mobile food service. Any false statements or misleading information provided in the application are grounds for revocation, suspension and/or impositions of penalties, including denial of future applications.

(c) Applications for mobile food vendor and pushcart permits shall include the following:

    (1) Name of mobile food vendor or pushcart vendor business, including any "DBA" name;

(2) Type of vendor (mobile food vendor or pushcart) and description of food service provided (e.g. prepackaged food, pre-prepared commissary food, mobile prepared food, etc.)

(3) Make, model, and (where applicable) license plate number of the vending unit;

(4) Phone, email, and address of owner of the mobile food vendor unit or pushcart, and/or contact information for an authorized representative capable of binding the business entity;

(5) Phone, email, and address of operator of the mobile food vendor unit or pushcart;

(6) Copy of the approved permit from the county of origin health department;

(7) Copy of the approved letter of authorization from Spalding County Health Department;

(8) List of operating locations and proposed schedule for operation, to be updated as needed;

(9) Written authorization from the owner of each property where the mobile food vendor or pushcart intends to operate;

(10) Acknowledgment and agreement to abide by the terms of the Code of Griffin and laws of the State of Georgia in the operation of the mobile food vendor unit or pushcart within the City;

(11) Annual inspection report from the City of Griffin Fire Department;

(12) If food is being prepared on the mobile food vendor vehicle or pushcart, proof of liability insurance policy with at least $1,000,000.00 coverage, issued by an insurance company licensed to do business in Georgia, for all claims of damage to property or bodily injury, including death, which may arise from operation of the mobile food vendor or pushcart;

(13) If proposing to operate after dark, a lighting plan which includes use of shielded fixtures and which is designed and installed in a manner to minimize upward light pollution and soften the impact of reflected light. Lighting plans shall not include use of spotlights, flashing lights, strobes, or any other lighting arrangement that would constitute a nuisance or distraction to nearby motorists or residential dwellings. Operating after dark without lighting or installing lighting for night operation without first submitting a lighting plan to the Department of Planning and Development shall constitute a violation of this Article and shall permit the City to immediately impose a cease and desist on operations of the mobile food vendor or pushcart until such plan has been approved;

(14) Indemnity agreement whereby the applicant agrees to release the City, its agents, employees, or elected officials from any and all liability for claims, actions, or suits arising from the applicant's operation as a mobile food vendor or pushcart;

(15) Annual occupational tax certificate from the City of Griffin Tax and Licensing Administrator. The mobile food vendor or pushcart shall renew any occupational tax certificate in accordance with Chapter 82 of this Code, including providing any and all required documentation; and

(16) Other information or documents the City deems necessary to confirm the accuracy of the application.

(d) Applications for ice cream truck permits shall include the following:

(1) Name of ice cream truck business, including any "DBA" name;

(2) Type of ice cream truck vendor (street vending unit or sidewalk vending unit);

(3) Make, model, and (where applicable) license plate number of the vending unit;

(4) Phone, email, and address of owner of the ice cream truck, and/or contact information for an authorized representative capable of binding the business entity;

(5) Phone, email, and address of operator of the ice cream truck;

(6) Copy of the approved permit from the state department of agriculture;

(7) Written authorization from the owner of each property where the ice cream truck intends to operate, where applicable;

(8) Acknowledgment and agreement to abide by the terms of the Code of Griffin and laws of the State of Georgia in the operation of the ice cream truck within the City;

(9) Indemnity agreement whereby the applicant agrees to release the City, its agents, employees, or elected officials from any and all liability for claims, actions, or suits arising from the applicant's operation as a mobile food vendor or pushcart;

(10) Annual occupational tax certificate from the City of Griffin Tax and Licensing Administrator. The mobile food vendor or pushcart shall renew any occupational tax certificate in accordance with Chapter 82 of this Code, including providing any and all required documentation; and

(11) Other information or documents the City deems necessary to confirm the accuracy of the application.

Sec. 54-38. – Operating requirements and restrictions.

(a) Mobile food vendors, pushcarts, and ice cream trucks shall comply with all state, federal, and local health and safety regulations and requirements. Vendors permitted to operate under this article shall maintain any and all licenses and insurance required by any other health organization or governmental organization having jurisdiction over this subject matter.

(b) No mobile food vendor or pushcart shall conduct business or operate in the public rights-of-way except where expressly authorized as part of a city-sponsored or sanctioned special event. Ice cream trucks may operate in the public rights-of-way provided that they do not park for extended periods of time, violate rules of the road, or operate in a manner that interferes with traffic or poses a safety hazard to pedestrians or other drivers.

(c) Except where expressly authorized by a city-issued special event permit, mobile food vendors and pushcarts shall only be permitted to operate on private property within the Central Business District (CBD), Planned Commercial Development (PCD), Planned Industrial Development (PID) and Institutional Zoning (INST) districts.

(1) A mobile food vendor or pushcart shall not operate on any private property without the prior written consent of the property owner. However, operation of mobile food vendors or pushcarts on private property which contains a vacant or unused structure is expressly prohibited.

(2) Mobile food vendors and pushcarts permitted to operate in the City are required to provide the location of every private property address where they are authorized to operate and a written confirmation from the property owner as evidence of the authorization. The mobile food vendors and pushcart vendors shall update the Planning and Development Department if authorization is revoked. If a mobile food vendor or pushcart obtains additional property authorizations, they must notify the City, provide documentation, and pay the required fee prior to operating at the new location. Failure to do so constitutes a violation of this Article.

(3) Except where expressly authorized as part of a city-issued special event permit, no more than one mobile food vendor or pushcart may operate on any single property at one time, regardless of the size of the property. It shall be the responsibility of the property owner to organize and schedule the operation of authorized mobile food vendors and pushcarts on their property to ensure that no more than one food truck or pushcart is operating at one time. In the event the City determines that more than one vendor is operating on the property, the City may require all vendors to leave the private property. The City will not be responsible for any civil damages which may arise between the owner of the property and the vendors they have authorized to operate on their property.

(4) The mobile food vendor, pushcart vendor, and property owner shall be responsible for daily cleanup and proper disposal of litter and trash associated with the operation of the mobile food vendor or pushcart on the property. If a mobile food vendor or pushcart vendor operating on private property fails to clean up the property, the property owner is ultimately responsible for the condition of their property. The City may cite the property owner for nuisance conditions or code violations on private property arising from the operation of mobile food vendors or pushcarts authorized by the property owner, including, but not limited to, littering or general cleanliness.

(5) Except where expressly authorized as part of a city-issued special event permit, mobile food vendors and pushcarts shall occupy no more than ten percent (10%) of the designated parking spaces on a given property. At no time shall the mobile food vendor or pushcart reduce the number of parking spaces on a property below the minimum required by the Code of Griffin or the Unified Development Code. A minimum of two off-street parking spaces shall be reserved for the exclusive use of customers of each mobile food vendor or pushcart. All parking spaces shall be paved.

(6) Vending structures, including, but not limited to, food trucks, pushcarts, tables, or other structures or vehicles associated with the operation of a mobile food vendor or pushcart, shall not be left unattended. Additionally, vending structures shall not be stored at any authorized or unauthorized vending property or location during the restricted hours of operation or when the mobile food vendor or pushcart is not operating or vending.

(d) Except where expressly authorized by a city-issued special event permit, a mobile food vendor, pushcart, or ice cream truck:

(1) Shall only be permitted to operate between the hours of 8:00 a.m. and 8:00 p.m.;

(2) Shall not be located within fifteen (15) feet of any street intersection or pedestrian crosswalk or ten (10) feet of any driveway;

(3) Shall only sell food, including ice cream or other ice confection products, and non-alcoholic beverage items;

(4) Shall not operate the food truck as a drive-in window;

(5) Shall be permitted to set up one (1) table with a maximum size of three feet by six feet solely intended to provide condiments to patrons, provided that the table is covered with a table cloth or other similar covering;

(6) Shall not be permitted to erect tents or tarps or any kind;

(7) Shall provide all services from the mobile food vendor vehicle/unit, pushcart, or ice cream truck;

(8) Shall, at all times, remain in compliance with the City's noise ordinance;

(9) Shall provide a covered trash receptacle for customers to use;

(10) Shall not be permitted to erect signage except:

(i) A sign permanently attached to the motor vehicle; and

(ii) One (1) a-frame sign placed adjacent to the mobile food vendor unit or pushcart which shall not exceed six square feet in area.

(11) Shall not make sounds or announcements to call attention to the mobile food vendor or pushcart while traveling on the public rights-of-way or when stationary, provided that ice cream trucks may make such sounds if they are in compliance with the City's noise ordinance and State law; and

(12) Shall mark both sides of the vending vehicle or cart in letters and numbers at least three inches in height with the name and address of the mobile food vendor, pushcart, or ice cream truck licensee.

Sec. 54-39. – Mobile Food Vendor and Ice Cream Truck Vehicle Safety Requirements.

Except as otherwise permitted and described in this Article, a mobile food vendor or ice cream truck must operate from a motorized, wheeled vehicle capable of being lawfully driven or towed upon the streets and roadways within the State of Georgia. Any driver of a mobile food vendor vehicle must possess a valid driver's license.

In addition to any and all safety requirements imposed by the laws of the State of Georgia or the Health Department, self-propelled mobile food vendor vehicles or ice cream trucks operating under this article must be equipped with the following:

(a) A reverse gear signal alarm with a sound distinguishable from the surrounding noise level; and

(b) Two rear-vision mirrors (one on each side of the vehicle), firmly attached to the outside of the vehicle and located in a manner that will reflect to the driver a view of the highway to the rear of the vehicle.

Sec. 54-40. – Violations; Enforcement.

(a) Failure to abide by the terms of this article in the operation of a mobile food vendor, pushcart, or ice cream truck shall be subject to a citation which shall be set before the City of Griffin Municipal Court. The City shall not be required to issue any warning related to violations of this article, provided that a copy of this article is provided to the mobile food vendor, pushcart, or ice cream truck at the time the permit is issued.

(1) Nothing herein shall prevent the City from issuing a citation against the owner of private property who authorized the operation of a mobile food vendor, pushcart, or ice cream truck on their property for conditions on the property that are in violation of this article or the Code of Griffin. Citations against the private property owner may be in lieu of or in addition to citations issued to the operator of the mobile food vendor, pushcart, or ice cream truck.

(b) Violations of this article, other than operating a mobile food vendor unit, pushcart, or ice cream truck without a permit, are subject to the following fines which may not be waived or reduced and which may be combined with any other legal remedy available to the City:

(1) First Violation: $300.00

(2) Second Violation: $500.00

(3) Third Violation: $1,000.00

(i) When a mobile food vendor, pushcart, or ice cream truck has accumulated three violations the Planning and Development Services Director shall revoke the vendor's permit and reject all applications for the mobile food vendor, pushcart, or ice cream truck for a period of twelve (12) consecutive months.

(c) Mobile food vendors, pushcarts, or ice cream trucks operating without a permit shall be subject to a minimum fine of $1,000.00. If a mobile food vendor, pushcart, or ice cream truck applies for a permit after being cited for operating without a permit, the initial annual permit fee shall be doubled.

(d) Nothing in this section shall limit the city from enforcement of its code, state, or federal law by any other legal remedy available to the city. Nothing in this article shall be construed to limit or supplant the power of any city inspector, deputy marshal, or other duly empowered officer under the city's ordinances, rules and regulations and the authority granted under state law, as amended, to take necessary action to protect the public from conditions which constitute a public nuisance or public health hazard.

(1) Any accumulation of violations or repeated violations of this article is declared to be a nuisance. Failure of the operator of the mobile food vendor, pushcart, or ice cream truck, or the owner of the private property where said vendor is operating, to correct the violation or prevent it from reoccurring shall raise the presumption that such person intended to violate the article and such violation may be treated as a nuisance and prosecuted as provided in Chapter 22 or Chapter 42 of this Code, as applicable. As a remedy, the City may request an order enjoining the private property from being used by any mobile food vendor, pushcart, or ice cream truck until a plan to remedy and prevent the violations has been submitted and approved by the Court.

Sec. 54-41. – Revocation, suspension, or denial of permit;

(a) The Director of Planning and Development Services may revoke, suspend, or deny an application for a mobile food vendor, pushcart, or ice cream truck permit. Written notice, sent via Certified Mail, return receipt requested, setting forth the cause of action (suspension, revocation, denial) and the reasons must be sent to the address provided by in the applicant or permit holder's application. The following is a non-exhaustive list of conditions which may result in revocation, suspension, or denial of a permit:
    (1) Applicant/Permit holder provided false or misleading information in the initial application or renewal application;
    (2) Applicant/Permit holder fails to meet the application or renewal requirements set forth in this article;
    (3) Permit holder violates the regulations set forth in this article three or more times, as determined by the Municipal Court;
    (4) Applicant or permit holder owes any monetary obligation to the City pursuant to any section of this Code or by court order, including but not limited to permit fees, license fees, and fines assessed by the Court;
    (5) Permit holder fails to maintain liability insurance required to operate as a mobile food vendor, pushcart, or ice cream truck;
    (6) Permit holder is operating in a manner that, in the City's discretion, constitutes a nuisance and requires the vendor to immediately cease operations; or
    (7) Permit holder fails to maintain the required licenses or approvals from the Health Department, Department of Agriculture, or other state or local regulation.

(b) A person aggrieved by the Planning and Development Services Director's decision to revoke, suspend, or deny a mobile food vendor, pushcart, or ice cream truck permit may appeal the decision to the City Manager. The appeal must be filed with the City Manager's office in writing within thirty (30) calendar days from the date of the notice described in Subsection (a) of this Section and must include a concise statement of the reasons for the appeal. Filing of a timely appeal with the City Manager shall not stay the denial, suspension or revocation. The City Manager shall consider the appeal within thirty (30) days after receipt of the appeal request by the City Manager, unless otherwise agreed in writing by the City and aggrieved party. The City Manager shall render a determination, which will constitute a final ruling on the application or permit. In the City Manager's discretion, he or she may offer a provisional permit subject to additional conditions and restrictions on the operation of the mobile food vendor, pushcart, or ice cream truck.

Sec. 54-41. – Disclaimer.

All persons or businesses who operate as a mobile food vendor, pushcart, or ice cream truck, or persons who approach or consume food from these vendors, do so with their own judgment and at their own risk and must be attentive to their safety. Notwithstanding any law to the contrary, the City expressly denies any liability in negligence, nuisance, or under any other cause of action for losses resulting from the operation or consumer use of mobile food vendors, pushcarts, or ice cream trucks on private property, public roads, rights-of-way, or other public property.

Sec. 54-42. – Fees.

Permits for mobile food vendors, pushcarts, and ice cream trucks must be renewed on an annual basis.

Mobile food vendors and pushcarts shall be assessed a permit fee of $300.00 for the initial application and all subsequent renewals, regardless of Base of Operations status. This permit fee shall cover any costs associated with the business's annual occupational tax certificate. Any mobile food vendor or pushcart beginning business on or after July 1 shall pay an initial permit fee of $150.00. In addition to the annual permit fee, a $25.00 fee shall be charged per property where the mobile food vendor or pushcart is authorized to operate.

Ice cream trucks are exempt from the annual permit fee, provided the business shall still submit an annual permit application or renewal, pay its occupational tax on a timely basis, and abide by all other provisions of this Article. "

Section 2. All ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 3. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 4. Except as modified herein, The Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The city attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Board of Commissioners. The city secretary shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

Section 5. This ordinance shall become effective June 17, 2024.

First Reading: May 14, 2024

Second Reading: May 28, 2024

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a change order with North Georgia Concrete, Inc. increasing the original contract sum of $813,355.81 in the amount of $34,614.65 for a total of $847,970.46 for the concrete bridges at the Griffin Golf Course. *Public Works Director, Mariza Eller, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Under the original scope of work, Paragon Consulting, the City's engineers on the project, proposed applying 3.5" o asphalt on the Griffin Golf Course bridges located at the egress and ingress of the course. Due to the amount of traffic that is received at the course, North Georgia Concrete and Paragon Consulting both recommend 8" of concrete as an alternative which would be a contract increase in the amount of $34,614.65. By installing concrete there would be less maintenance involved in the future, and the concrete would last longer than asphalt.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

SPLOST 2016 funds in the amount of $34,614.65 will be utilized to concrete the Griffin Golf Course bridges.

Submitted By:
Mariza Eller

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
CHANGE ORDER QUOTE - GRIFFIN GOLF COURSE CONCRETE PAVING 05182024.pdf
North GA Concrete Contract.pdf

NORTH GEORGIA CONCRETE INC.

85 Chestatee Industrial Park Dr. Dahlonega, GA 30533

Phone: (706) 867-1774 Fax (706) 867-1608

Proposal For:

CHANGE ORDER QUOTE - CONCRETE PAVING

GRIFFIN GOLF COURSE BRIDGES

May 18, 2024

LINE NO.	WORK ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
	"PROPOSAL FOR CHANGING ASPHALT PAVING TO CONCRETE PAVING"				
	CONCRETE PAVING BRIDGE A (INCLUDING 8" SLAB and #4 REBAR 12" OC)	**SY**	**163.00**	**$274.85**	**$44,800.55**
	CONCRETE PAVING BRIDGE B (INCLUDING 8" SLAB and #4 REBAR 12" OC)	**SY**	**162.00**	**$274.85**	**$44,525.70**
	GREEN CUT AND SEAL SAW CUT JOINTS BRIDGE A	**LF**	**172.00**	**$14.20**	**$2,442.40**
	GREEN CUT AND SEAL SAW CUT JOINTS BRIDGE B	**LF**	**179.00**	**$14.20**	**$2,541.80**
	REDUCTION OF ASPHALT ITEM - BRIDGE A	**SY**	**163.00**	**-$183.48**	**-$29,907.24**
	REDUCTION OF ASPHALT ITEM - BRIDGE B	**SY**	**162.00**	**-$183.88**	**-$29,788.56**
				TOTAL	**$34,614.65**

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is by and between City of Griffin ("Owner") and North Georgia Concrete, Inc. ("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:

The project consists of the demolition of two single span concrete bridges (Bridge A and Bridge B) and replacing them with Contech aluminum bottomless box culverts. The box culverts will require concrete foundations and will have aluminum wingwalls provided in the Contech package. One bridge will require a new storm box and related 18" storm pipe.

The project will require concrete work related to the bridge slab and barrier walls. A portion of the existing drives and parking lot will require asphalt demolition and replacement.

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
GRIFFIN GOLF COURSE BRIDGE REPLACEMENTS
BID #24-007

2.02 The Project has been designed by Paragon Consulting Group, 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 60 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 90 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 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 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 $1,000.00 for each day that expires after the time specified in Paragraph 4.02 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 $1,000.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

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 5.01.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'S BID:

Eight Hundred Thirteen Thousand Three Hundred Fifty-Five Dollars & 81/100 $813, 355.81
(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 6.02.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.

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 of Griffin, 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 8.01.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 for Bridge A and Bridge B (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 twenty (20) sheets with each sheet bearing the following general title: GRIFFIN GOLF COURSE BRIDGE REPLACEMENTS

   Contech drawings consisting of eight (8) sheets with each sheet bearing the following general title: DYO44194 Griffin Golf Course Bridge "A"

   Contech drawings consisting of eight (8) sheets with each sheet bearing the following general title: DYO44198 Griffin Golf Course Bridge "B"
9. Addenda (numbers 1 to 4, 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 9.01.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 9.

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 10.05:

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 February 9, 2024 (which is the Effective Date of the Agreement).

OWNER:

City of Griffin

By: _____

Title: Mayor

Attest: _____

Title: Secretary

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:

North Georgia Concrete, Inc.

By: _____

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Lynn Danner

Title: Controller

Address for giving notices:

85 Chestatee Industrial Park Dr.

Dahlonega, GA 30533

License No.: GCCO005264

Agent for service of process:

Approved as to form:

Andrew J. Whalen, III

Andrew J. Whalen, III
City Attorney

CORPORATE RESOLUTION
OF
NORTH GEORGIA CONCRETE, INC.

We, the undersigned, being all the Directors of North Georgia Concrete, Inc., organized and existing under the laws of Georgia, and having its principal place of business at 85 Chestatee Industrial Park Drive, Dahlonega, Georgia 30533 (the "Corporation"), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Directors of the Corporation duly held and convened on April 01, 2007, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Therefore, it is resolved:

R. Allen Harp was granted authority to sign corporate documents (bid documents, contract documents, financing documents and other documents deemed to bear a signature of a corporate officer) as President on behalf of North Georgia Concrete, Inc.

DIRECTORS

Karey Dickerson
Secretary-Treasurer

October 2, 2020
Date

[CORPORATE SEAL]

CERTIFICATE OF SECRETARY

The Secretary of the Corporation hereby certifies that he/she is the duly elected and qualified Secretary of North Georgia Concrete, Inc. and certifies that the above is a true and correct record of the resolution that was duly adopted by the Directors of the Corporation on April 01, 2007.

Karey Dickerson
Secretary

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider MEAG Power Sale of Excess Power to the City of Grantville on behalf of the City of Griffin in the amount of 272 kW. *Electric Director, Jennifer Freeman will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The contract is for the sale of 272 kW of Excess Power at $42.85/MWh in July 2024, $38.31/MWh in August 2024, $41.16/MWh in December 2024 and $54.51/MWh in January 2025. *Electric Director, Jennifer Freeman will address.*

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

The proceeds from the sale will be credited within the MEAG Power bill for calendar year 2024 and 2025.

Submitted By:
Jennifer Freeman

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
IPT Agreement_Griffin_to_Grantville for Excess Power (2024).pdf
Opinion Letter for Grantville 052024.pdf

May 6, 2024

City of Griffin, Georgia
Attn: Ms. Jennifer Freeman, Electric Director
100 South Hill Street
Griffin, GA 30223

City of Grantville, Georgia
Attn: The Honorable Richard Proctor, Mayor
123 LaGrange Street
Grantville, GA 30220

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

Dear Ms. Freeman and Mayor Proctor:

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 Grantville, Georgia ("Grantville"), for MEAG Power's sale on behalf of Griffin of certain excess power to Grantville 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 Grantville, 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 Grantville 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 Grantville 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 Grantville on behalf of Griffin as Grantville's resource from delivery at level B-1.

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

(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 Grantville, 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:_____

ATTEST:

_____
City Clerk

[SEAL]

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

CITY OF GRANTVILLE

By:_____

ATTEST:

_____
City Clerk

[SEAL]

Approved as to form:

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

Product:	Project 1 Capacity and Unit Output (7x24)
Term:	Beginning hour ending 0100 Central Prevailing Time July 1, 2024 through hour ending 2400 Central Prevailing Time August 31, 2024 And Beginning hour ending 0100 Central Prevailing Time December 1, 2024 through hour ending 2400 Central Prevailing Time January 31, 2025
Contract Quantity:	272 kW (approximately 0.031315% of Project 1)

.

Pricing:	July 2024 -	$42.85/MWh
	August 2024 -	$38.31/MWh
	December 2024 -	$41.16/MWh
	January 2025 -	$54.51/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

May 20, 2024

City of Grantville, Georgia
Attn: Richard Proctor, Mayor
123 LaGrange Street
Grantville, GA 30220

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, Grantville and MEAG Power, dated May 6, 2024 ("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
For the Firm

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider, on first reading, an Ordinance approving the 2022 Amendments to the GMEBS Defined Benefit Retirement Plan, which the City of Griffin participates in for its employees. *City Attorney, Drew Whalen, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

The GMEBS Board adopted amendments to the Plan in 2022, which were submitted to the IRS for a Letter Ruling, which GMEBS received in 2023. GMEBS legal staff has prepared an Ordinance and Adoption Agreement, plus a General Addendum specific to the City of Griffin, for approval and filing with GMEBS on or before July 12, 2024. When approved, these documents also constitute a contract between the City and GMEBS.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

Adoption of Plan amendments should have no material financial impact on the City's participation in the retirement plan.

Submitted By:
Andrew Whalen

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Griffin AA 5 9 2024[29].pdf
Griffin Addendum 5 9 2024[23].pdf
Griffin CM 5 9 2024[69].pdf

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Griffin

Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List

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I. AN ORDINANCE

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Griffin, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Griffin, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Griffin, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 38

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Griffin, Georgia**

3. GOVERNING AUTHORITY

Name: **Board of Commissioners of the City of Griffin**
Address: **P.O. Box T, Griffin, GA 30224-0046**
Phone: **(770) 229-6408**
Facsimile: **(678) 692-0403**

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Basic Plan Document)

Name: **Human Resources Director**
Address: **P.O. Box T, Griffin, GA 30224-0046**
Phone: **(770) 229-6408**
Facsimile: **(678) 692-0403**

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]

Position: **Chairperson of the Board of Commissioners or Commissioner designee**
Position: **City Manager**
Position: **City Attorney**
Position: **One (1) active Employee Participant to be appointed annually by the Board of Commissioners**
Position: **One (1) retired Participant to be appointed annually by the Board of Commissioners**

Pension Committee Secretary: **Human Resources Specialist**
Address: **P.O. Box T, Griffin, GA 30224-0046**
Phone: **(770) 229-6408**
Facsimile: **(678) 692-0403**

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.

☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.

☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows **(check one or more as applicable):**

- ☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).

- ☐ To make the following amendments to the Adoption Agreement **(must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____ _____.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal

Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

(1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.

The effective date of this Plan is _____.
(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).

(2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be _____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**. This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ **(insert original effective date of preexisting plan)**.

(3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **the date of its approval by the Governing Authority (insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **February 25, 2020 (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **April 16, 2005 (insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **April 16, 2005 (insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective **March 27, 1941 (if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

8. PLAN YEAR

Plan Year means **(check one):**

☐ Calendar Year
☒ Employer Fiscal Year commencing **July 1**.
☐ Other **(must specify month and day commencing)**: _____.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan **(check one)**:

☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.

☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees **(must specify; specific positions are permissible; specific individuals may not be named)**: **Any person who is or becomes classified as a part-time, seasonal, or temporary employee under the City of Griffin's Personnel Policy (in effect as of April 16, 2005 or as amended in the future), shall not be (or no longer be) eligible to participate in the Plan. (See General Addendum subsection l6(a) for additional provisions.)**

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

☐ **ARE NOT** eligible to participate in the Plan.

☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Elected or appointed members of the Governing Authority who hold office on or after November 29, 2017, are eligible to participate in the Plan.**

(2) Municipal Legal Officers (check one):

☒ **ARE NOT** eligible to participate in the Plan.

☐ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied**. The Employer hereby elects the following minimum hour requirement for Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☒ Other: **30 hours/week (regularly scheduled) and at least 1,500 hours per year (regularly scheduled)** (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Minimum hour requirement applicable to excepted Regular Employees:

☐ No minimum
☐ 20 hours/week (regularly scheduled)
☐ 30 hours/week (regularly scheduled)
☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. Months Per Year (Regular Employees)

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied**. The Employer hereby elects the following minimum requirement for Regular Employees:

☒ No minimum
☐ At least _____ months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

The months to year requirement for excepted class(es) are:

☐ No minimum
☐ At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional **(check one)**:

☐ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
☒ Participation is optional for the following Eligible Employees **(must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees)**: **Participation is**

optional for City Managers, Assistant City Managers, and Department Managers initially employed after April 16, 2005, subject to the requirements described above concerning election to participate. If a former employee who terminated prior to April 16, 2005, is rehired as a City Manager, Assistant City Manager, or Department Manager after April 16, 2005, and did not previously participate under the City's defined benefit retirement plan in effect prior to April 16, 2005 (hereinafter "Predecessor Plan"), said Employee may not participate under this Plan. Participation is mandatory for the City Manager, Assistant City Manager, and Department Managers employed as of April 16, 2005 (referred to below as "Current Managers"). If a Current Manager has not previously participated under the Predecessor Plan, said Manager shall commence participation under this Plan as of April 16, 2005. Current Managers shall receive credit under this Plan for full-time service (at least 30 hours per week) performed for the City prior to April 16, 2005.

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan. With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Credited Past Service shall not include service as au elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on November 29, 2017.**

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or

under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.

☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):

☐ Computing amount of benefits payable.
☐ Meeting minimum service requirements for vesting.
☐ Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

☐ One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of military service credit for every _____ year(s**) (insert number)** of Credited Service with the Adopting Employer.

☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.

☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____**.

(4) Payment for Prior Military Service Credit (check one):

☐ Participants shall **not** be required to pay for military service credit.

☐ Participants shall be required to pay for military service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).
☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury**

Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.

☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **_____.**

(5) Payment for Prior Governmental Service Credit.

☐ Participants shall **not** be required to pay for governmental service credit.

☐ Participants shall be required to pay for governmental service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit.
☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ___**_____**.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

D. <u>Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)</u>

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the

Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility)**.

☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:

- ☐ Unused sick leave
- ☐ Unused vacation leave
- ☐ Unused personal leave
- ☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination **(check one)**:

- ☐ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least _____ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of ____ months **(insert number)**.

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are **(check one or more as applicable)**:

☒ Attainment of age **55 (insert number)**

☒ Completion of **10** years **(insert number)** of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Early retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are **(check one or more as applicable)**:

☒ Attainment of age **65 (insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are **(check one or more as applicable)**:

☒ Attainment of age **65 (insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

☐ Attainment of age _____ **(insert number)**

☐ Completion of _____ years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

(1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

☒ Attainment of age **55 (insert number)**

☒ Completion of **25** years **(insert number)** of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: __.

This alternative normal retirement benefit is available to:

☒ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☒ is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) ☐ **Rule of _____ (insert number)**. The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

☐ Must have attained at least age _____ **(insert number)**

☐ Must not satisfy any minimum age requirement

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) ☐ **Alternative Minimum Service**. A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: __.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) ☐ **Other Alternative Normal Retirement Benefit**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(6) ☒ **Other Alternative Normal Retirement Benefit for Public Safety Employees Only**.

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): **Rule of 75 with a minimum age of 50.**

☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

☐ All public safety employee Participants who qualify.

☒ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **Participants who are Police Officers or Firefighters, as defined in the Basic Plan Document Sections 2.51 and 2.34 respectively.**

A public safety employee Participant **(check one)**: ☒ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
☐ No minimum.
☐ _____ years **(insert number)** of Total Credited Service.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **The Participant must have at least 5 years of Credited Service and must have become an Employee of the City before July 1, 1995 (See General Addendum Section 16(b) for additional requiremeuts).**

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is **(check one or all that apply)**:

☒ not limited.

☐ limited to _____ years for all Participants.

☐ limited to _____ years for the following classes of Eligible Regular Employees:

  ☐ All Eligible Regular Employees.

  ☐ Only the following Eligible Regular Employees: _____.

☐ limited to _____ years as an elected or appointed member of the Governing Authority.

☐ limited to _____ years as a Municipal Legal Officer.

☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

☒ (a) **Flat Percentage Formula**. **2.0% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants who are Regular Employees.
☒ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:
All Participants who are Regular Employees who are in Service with the City on or after July 1, 2018; provided, however, that for any Participant who was vested under the Plan as of April 15, 2005, under the formula in effect under Section 19A-2.2(a) of the predecessor defined benefit retirement plan immediately prior to April 16, 2005, (the Predecessor Plan), the monthly benefit shall not be less than the benefit to which said Participant would be entitled under the terms of the Predecessor Plan (See General Addendum subsection 16(c) for additional provisions concerning calculation of a comparative benefit under Predecessor Plan).

☒ (b) **Alternative Flat Percentage Formula**. **1.5% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: **All Participants who are Regular Employees who are in Service with the City on or after November 29, 2017, and who Terminate prior to July 1, 2018; provided, however, that for any Participant who was vested under the Plan as of April 15, 2005, under the formula in effect under Section 19A-2.2(a) of the predecessor defined benefit retirement plan immediately prior to April 16, 2005 (the Predecessor Plan), the monthly benefit shall not be less than the benefit to which said Participant would be entitled under the terms of the Predecessor Plan (See General Addendum subsection 16(c) for additional provisions concerning calculation of a comparative benefit under Predecessor Plan).**

☐ (c) **Split Final Average Earnings Formula**. _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (d) **Alternative Split Final Average Earnings Formula**. _____ % **(insert percentage)** of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____% **(insert percentage)** of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) <u>Covered Compensation (complete only if Split Formula(s) is checked above):</u>

Covered Compensation is defined as (check one or more as applicable):

☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.
☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed $_____ **(specify amount)**. This definition shall apply to **(check one)**:

☐ All Participants who are Regular Employees.

☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the _____ **(insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose. **(See subsection l6(i) of General Addendum.)**

This definition of Final Average Earnings applies to:

☐ All Participants who are Regular Employees.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

☒ $**25.00** **(insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

☒ (1) **Standard Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:

☒ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

☐ (2) **Alternative Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

☐ All Participants.
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

Alternative Early Retirement Reduction Table

Number of Years Before [Age (Insert Normal Retirement Age)] (check as applicable)	**Percentage of Normal Retirement Benefit* (complete as applicable)**
☐ 0	1.000
☐ 1	0.___
☐ 2	0.___
☐ 3	0.___
☐ 4	0.___
☐ 5	0.___
☐ 6	0.___
☐ 7	0.___
☐ 8	0.___
☐ 9	0.___
☐ 10	0.___
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 15	0.___

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.

☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit **(check one)**:

☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).

☒ No minimum is established.

☐ No less than **(check one):** ☐ 20% ☐ 10% ☐ ____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

☐ No less than **(check one):** ☐ 66 2/3 % ☐ _____% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).

☒ No minimum or maximum applies.

☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.

☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

_____

_____

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) Reemployment After Normal or Alternative Normal Retirement. In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply **(check one)**:

☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to **(check one)**: ☐ all Retired Participants ☐ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer)**: _____.

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

(a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☒ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

☐ (1) No cost-of-living adjustment.

☐ (2) Variable Annual cost-of-living adjustment not to exceed _____% **(insert percentage)**.

☒ (3) Fixed annual cost-of-living adjustment equal to **3.0**% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

☐ All Participants (and their Beneficiaries).

☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.

☒ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: **All Participants (and their Beneficiaries) who were initially employed before Jnly 12 2018. All Participants (and their Beneficiaries) initially employed on or after July 1, 2018, will have no cost-of-living adjustment. See also General Addendum subsection 16(d).**

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): **See General Addendum subsection 16(d).**

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule **(check one):**

☐ **No vesting schedule (immediate vesting)**.

☒ **Cliff Vesting Schedule**. Benefits shall be 100% vested after the Participant has a minimum of **10** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

☐ **Graduated Vesting Schedule**. Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

COMPLETED YEARS OF TOTAL CREDITED SERVICE	VESTED PERCENTAGE
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Vesting Schedule for excepted class **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: _____.

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).

☐ No vesting schedule (immediate vesting).

☒ Other vesting schedule **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: **Benefits shall be 100% Vested after the Participant has a minimum of 8 years of Total Credited Service. Benefits remain 0% Vested until the Participant satisfies the minimum.**

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement **(check and complete one)**:

(1) ☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:

- ☒ The Participant must be vested in a normal retirement benefit.
- ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
- ☐ The Participant must be eligible for Early or Normal Retirement.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) ☐ **Actuarial Reserve Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

- ☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.
- ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

- ☐ Total Credited Service accrued prior to the date of the Participant's death.

☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half (½) ☐ _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) Exceptions: If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):** _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit **(check one)**:

☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.

☐ **Accrued Retirement Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the

Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) Exceptions: If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**: _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

☐ Are not required.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.

☒ Are required in the amount of **2.0**% **(insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named)**: **Employee Contributions are required for all Eligible Regular Employees who are in Service with the City on or after July 1, 2018. Contributions are not required for elected or appointed members of the Governing Authority. See General Addendum Section 15 concerning withdrawal and repayment of Employee Contributions by Eligible Regular Employees initially employed prior to July 1, 2018.**

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

☒ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

☐ Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

☐ Interest shall not be paid.

☒ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

(1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq*. (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;

(2) The Basic Defined Benefit Plan Document and Trust Agreement;

(3) This Ordinance and Adoption Agreement (and any Addendum); and

(4) The rules and regulations of the Board.

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

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

> On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.
>
> Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:
>
> - the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or
>
> - as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Reliance on Opinion Letter. As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be the date of its approval by the Governing Authority **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Griffin, Georgia this _____ day of _____, 20_____.

Attest: CITY OF _____, GEORGIA

_____ _____

City Clerk **Mayor**

(SEAL)

Approved:

Andrew J. Whalen, III
City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____
Secretary

GENERAL ADDENDUM TO THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

This is an Addendum to the Adoption Agreement completed by the City of Griffin, Georgia, as follows (complete one or more sections, as applicable):

***** Items (1) and (5) of General Addendum – Not Applicable *****

(6) Modified Definition of Earnings. For purposes of determining Final Average Earnings, Earnings as defined in Section 2.26 of the Basic Plan Document shall be modified as follows (check all that apply):

☒ **(a) excluding overtime pay.**

☐ **(b) excluding bonuses.**

☒ **(c) excluding perquisites or allowances for use of a car or house rent (specify type of excluded earnings).**

☐ **(d) including perquisites or allowances for use of a car or house rent.**

☐ **(e) including severance payments; provided that the following limitations shall apply (must specify): ____.**

☐ **(f) including _____ (specify type of included earnings).**

This definition of Earnings applies to (check one):

☒ **All Participants.**

☐ **Only the following Participants (must specify):**

_____.

NOTE: The Employer is responsible for providing any and all documentation to the Administrator relating to payments that are *included* in the definition of Earnings pursuant to this Section including but not limited to the amount(s) paid and the date of such payment(s).

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

***** Items (7) through (14) of Pre-approved Addendum – Not Applicable *****

(15) Effect of Refund of Contributions.

This Section applies to an Eligible Regular Employee who was initially employed prior to July 1, 2018, and is required to begin making Employee Contributions under the Plan effective on or after July 1, 2018 (date Contributions commence). If, upon such a Participant's Termination of employment on or after July 1, 2018 (date Contributions commence), the Participant withdraws the Participant's Employee Contributions pursuant to Section 13.03 of the Basic Plan Document, the Participant shall forfeit for the Participant and the Participant's heirs and assigns all rights, title, and interest in the Plan with respect to Service on or after July 1, 2018 (date Contributions commence) (described herein as "Contributory Service"), and such Contributory Service will not be taken into account for purposes of computing the amount of any benefit payable or for purposes of meeting the minimum service requirements for Vesting or benefit eligibility under the Plan, unless said Participant's Contributory Service is reinstated pursuant to subsection 13.03(d) of the Basic Plan Document. In addition, the amount of any benefit payable for Credited Service before July 1, 2018 (date Contributions commence), shall be determined in accordance with the terms of the Plan in effect immediately prior to such date, unless said Participant's Contributory Service is reinstated pursuant to subsection 13.03(d) of the Basic Plan Document.

(16) Other (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):

(a) Eligibility and Credited Service for Reclassified Employees – If a temporary or seasonal employee is reclassified as a regular, full-time employee under the City's personnel policies, then the Employee may commence participation in the Plan as of the effective date of said reclassification, and the Employee may receive credit for prior full-time service (at least 30 hours per week) as a temporary or seasonal employee.

(b) Definition of Disability; Disability Qualifications - Notwithstanding any provision of the Basic Plan Document or Adoption Agreement to the contrary, Disability Retirement benefits shall be administered in accordance with and subject to the provisions of Section 19A-2.4 of the retirement benefit plan for City employees, as adopted by the Board of Commissioners on June 13, 1995 as ordinance number 95-8, and published in the 1968 City Code of Griffin, Georgia, as Chapter 19A (hereinafter referred to in this General Addendum as "the Predecessor Plan"). The terms of said Section 19A-2.4 are incorporated herein by reference; provided, however, that: 1) the Pension Committee as defined in Section 5 of the Adoption Agreement, not the Board

of Trustees, shall be responsible for determining whether a Participant is eligible for Disability Retirement benefits under Section 19A-2.4 and for approving applications for said benefits; and 2) the amount of the Disability benefit shall be computed in the same manner as the Normal Retirement benefit as provided in Section 15(B) of the Adoption Agreement. For purposes of determining eligibility for benefits, the definition of "Total Disability" and "Total Disability Benefit" in Section 19A-1 of the Predecessor Plan shall control, notwithstanding any provision in the Basic Plan Document or Adoption Agreement to the contrary.

(c) **Retirement Formula under Predecessor Plan; "Basic Compensation" Table - Participants who were vested as of April 15, 2005, under the terms of the Predecessor Plan are entitled to receive a monthly Retirement benefit that is no less than the monthly retirement benefit that would be payable under the terms of the Predecessor Plan. The benefit that would be payable under the terms of the Predecessor Plan shall be determined in accordance with the applicable provisions of Section 19A-1 and 19A-2.2 of the Predecessor Plan, without taking into account subsections (b) or (c) of Section 19A-2.2. For purposes of determining the benefit that would be payable under the terms of the Predecessor Plan, "Basic Compensation" shall be as defined in Section 19A-1 of the Predecessor Plan, utilizing the table contained in said definition.**

(d) **Cost-of-Living Adjustment - As of July 1, 2005, and each July 1 thereafter, each Retired Participant and Beneficiary who is receiving a Retirement, Disability, or death benefit as of said date shall be entitled to receive a three percent (3%) Cost-of-Living Adjustment to the monthly benefit payment. The monthly benefit payable immediately prior to July 1, 2005, and immediately prior to each July 1 thereafter shall be multiplied by .03 and the resulting amount shall be the adjusted monthly benefit payable for the ensuing 12-month period (July 1 – June 30). If as of any July 1, a Retired Participant or Beneficiary has not been receiving monthly benefits for the entire preceding 12-month period, said Retired Participant will receive a pro rata adjustment based on the number of monthly payments received for the preceding 12-month period (e.g., if 6 monthly payments have been made as of July 1, the adjustment will be 1/2 of 3% or 1.5%). The annual Cost-of-Living Adjustment will first be included in monthly benefit checks for the month of July, which will be issued at the end of said month. If a Participant or Beneficiary's monthly benefit payments commence as of July 1 in any year, the first annual 3% adjustment will be made the following July 1. Except as provided in this section and notwithstanding any provision of the Predecessor Plan to the contrary, no other Cost-of-Living Adjustments, bonus adjustments, or other adjustments will be made on or after April 16, 2005. Notwithstanding the foregoing, no Cost-of-Living Adjustment shall apply to benefits payable to Participants (or their Beneficiaries) initially employed on or after July 1, 2018.**

(e) **Retirement Benefits for Terminated Vested Employees - With respect to payment of Retirement benefits, employees who terminated employment with a vested retirement benefit prior to April 16, 2005, and who do not return to**

employment with the City (hereinafter referred to as "terminated vested employees") shall be governed by the terms of the Predecessor Plan in effect as of the date of their termination, except as otherwise provided in this subsection 16(d). Early Retirement benefits and the Rule of 75 Alternative Normal Retirement benefit shall not be payable to or on behalf of said terminated vested employees. Monthly benefit payment options available to terminated vested employees who become eligible for a Normal Retirement benefit shall be the same as those available to Participants under the GMEBS Basic Plan Document. Actuarial assumptions and factors used to determine Retirement or survivor benefits payable to or on behalf of terminated vested employees shall be those specified in the GMEBS Basic Plan Document. In determining the monthly Normal Retirement benefit amount payable to terminated vested employees and the Normal Retirement date upon which said benefit becomes payable, GMEBS is directed to utilize the listing of inactive vested employees provided to GMEBS by the City which reflects the Normal Retirement benefit amount and Normal Retirement date for each terminated vested employee. Provided, however, that this provision shall not create a duty to notify terminated vested employees of their entitlement to a Normal Retirement benefit or a duty to pay Normal Retirement benefits until application for said benefits is made by the terminated vested employee.

(f) **Pre-Retirement Death Benefits - The "Auto A" in-service pre-retirement death benefit (see Adoption Agreement subsection 18(A)) and the "Auto A" Terminated Vested death benefit (see Adoption Agreement subsection 18(B)) shall be payable in accordance with the provisions of the Basic Plan Document and Adoption Agreement, notwithstanding any provision of the Predecessor Plan to the contrary. With respect to Participants who Terminated prior to November 15, 2017, if the Pre-Retirement Beneficiary to whom the pre-retirement benefit is payable is a Child as defined in Section 2.12 of the Basic Plan Document, then the Auto A death benefit otherwise payable to the Child will be actuarially adjusted to provide for payment until the Child attains age 22, or if later, until the 5th anniversary of the Participant's death; if the child dies before benefits are due to cease under this provision, no further benefits will be payable. The age 22 of 5th anniversary cutoff, as applicable, shall not apply with respect to death benefits payable to a Child with respect to Participants who Terminate on or after November 15, 2017; provided, however, that monthly benefits shall be reduced in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and any other applicable federal law or regulation. Pre-retirement benefits will not be paid in the form of a single lump sum, except as otherwise provided by the Basic Plan Document with respect to small benefit cash-outs.**

(g) **Pre-Retirement Death Benefits for Terminated Vested Employees - Notwithstanding any provision of the Predecessor Plan to the contrary, with respect to payment of pre-retirement benefits, employees who terminated employment with a vested retirement benefit prior to April 16, 2005, and who do not return to employment with the City (hereinafter "terminated vested employees") shall be governed by the terms of subsection 16(e) above, except**

as otherwise provided herein. Notwithstanding subsection 16(e) above, the pre-retirement death benefit payable to terminated vested employees shall be equal to the survivor's portion of the actuarial equivalent 50% joint and survivor annuity as described in the GMEBS Basic Plan Document, which shall be calculated based upon the Normal Retirement benefit amounts reflected in the listing of inactive vested employees provided to GMEBS by the City. If the Pre-Retirement Beneficiary to whom the death benefit is payable is the terminated vested employee's Spouse as defined in Section 2.62 of the Basic Plan Docment, then the Spouse may defer receipt of the death benefit until what would have been the terminated vested employee's normal retirement date. If the Pre-Retirement Beneficiary is not the Spouse, the death benefit shall be payable as of the first day of the month coinciding with or following the date of the terminated vested employee's death. The death benefit will be actuarially reduced to reflect payments made prior to the date that would have been the terminated vested employee's normal retirement date. Actuarial assumptions and factors used to determine pre-retirement death benefits payable on behalf of terminated vested employees shall be those specified in the GMEBS Basic Plan Document. This provision shall not create a duty to notify terminated vested employees or their beneficiaries of their entitlement to a pre-retirement death benefit, nor shall it create a duty to pay pre-retirement death benefits until application for said benefits is made by the terminated vested employee.

(h) **Timing of Distributions - Distribution of Retirement benefits will commence as of the Participant's effective Retirement date as determined under the GMEBS Basic Plan Document, but in no case before a Participant files a claim for benefits. Notwithstanding Section 19A-4.2 of the Predecessor Plan, monthly Retirement benefit payments will not be pro-rated.**

(i) **Modified Definition of "Final Average Earnings" or "Average Annual Compensation" – Final Average Earnings shall be defined as the average Earnings during the 60 consecutive months of employment with the City in which the Participant received the greatest aggregate amount of Earnings.**

(j) **Indemnification - In the event that GMEBS or GMA (including their officers, directors, or employees) is made a party to any claim arising out of or concerning administration of the Predecessor Plan (including but not limited to claims concerning eligibility for benefits, benefit calculation or payment, employee contributions, plan investments, plan funding, record-keeping, or regulatory compliance) or any claim arising out of or concerning differences between the terms of this Plan and the Predecessor Plan, then to the extent allowed by law, the City shall indemnify and hold GMA and GMEBS harmless for any and all judgments, settlements, and costs, including attorney fees ("loss"), that GMEBS or GMA incurs or pays in connection therewith.**

(k) **Transfer of Assets - The City was to take all necessary steps to effect the transfer of all plan assets currently held for participants and beneficiaries of the Predecessor Plan to the Board of Trustees of the Georgia Municipal**

Employees Benefit System (GMEBS). Said transfer was effected by the City no later than April 16, 2005, or as soon as reasonably practicable thereafter, utilizing transfer methods and/or procedures mutually agreed upon between the City and GMEBS. Upon the acceptance and execution of the Adoption Agreement and Addendum by the City of Griffin and by the authorized officer of GMEBS, and after said transfer of assets, the Board of Trustees of the GMEBS shall serve as successor trustees to the board of trustees established under the Predecessor Plan with respect to assets transferred to GMEBS and shall be responsible for administration of the retirement plan and investment of transferred plan assets in accordance with and subject to the terms of O.C.G.A. 47-5-1 et seq., the GMEBS Basic Plan Document, Adoption Agreement, and the GMEBS Trust Agreement.

(l) **Obligations of Trust Fund - Obligations of the City's Retirement Trust Fund shall not be payable from or charged upon any other funds of the City of Griffin. Obligations of the Trust Fund shall not constitute a charge, lien, or encumbrance, legal or equitable, on any property, real or personal, of the City of Griffin, nor shall they constitute a pledge of the taxing authority of said city.**

(m) **Amendments - The Board of Commissioners may amend the benefit elections in the Adoption Agreement at any time, but no amendment shall have the effect of decreasing the described Retirement benefit of anyone who is a Vested Participant on the date the amendment is adopted or becomes effective, whichever is later. This subsection 16(m) shall operate in lieu of subsections 18.01(a) and 18.01(c) of the Basic Plan Document.**

(n) **Clarification Regarding Prior Restatements – As a result of an Internal Revenue Service review of the Plan for the purpose of issuing a favorable determination letter on the qualified status of the Plan, the Plan was retroactively restated, generally effective as of July 1, 1989, and retroactively restated, generally effective as of July 1, 1997, both adopted on February 19, 2008, to adopt certain late amendments. The IRS issued a Closing Agreement on July 23, 2008, and a favorable determination letter on with respect to the Plan in effect as of August 7, 2008.**

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Board of Commissioners of the City of Griffin, Georgia this _____ day of _____, 20____.

Attest: **CITY OF GRIFFIN, GEORGIA**

_____ _____

City Clerk **Chairperson**

(SEAL)

Approved:

Andrew J. Whalen, III
City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____
Secretary

GEORGIA MUNICIPAL ASSOCIATION

RISK MANAGEMENT AND EMPLOYEE BENEFITS SERVICES

BOARD OF TRUSTEES

Chair
Marcia Hampton
City Manager, Douglasville

Vice-Chair
Shelly Berryhill
Commissioner, Hawkinsville

Secretary-Treasurer
Larry H. Hanson
CEO and Executive Director

Trustees:

Chris Hobby
City Manager, Bainbridge

Jason Holt
Mayor, Fitzgerald

Meg Kelsey
Asst. City Manager, Newnan

Jessica O'Connor
City Manager, Griffin

W.D. Palmer, III
Councilmember, Camilla

James F. Palmer
Mayor, Calhoun

John Reid
Mayor, Eatonton

Julie Smith
Mayor, Tifton

JoAnne Taylor
Mayor, Dahlonega

Albert Thurman
Mayor, Powder Springs

Rebecca L. Tydings
City Attorney, Centerville

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

EXECUTIVE STAFF

Randy Logan
Deputy Executive Director

May 9, 2024

MEMORANDUM VIA E-MAIL
(rfox@cityofgriffin.com)

TO: Mr. Rick Fox
Human Resources Specialist

FROM: Ms. Gwin Hall
Senior Associate General Counsel

SUBJECT: **Action Required: Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan Restatement**

The City of Griffin previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Basic Plan Document, Adoption Agreement, and General Addendum. The Plan is considered a "qualified plan" under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund.

To protect the Plan's tax-qualified status, GMEBS filed draft restated Plan documents, updated to include recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter ("IRS opinion letter") for the restated Plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-qualified status for all GMEBS-member retirement plans, all participating employers must readopt their plans using the most recent IRS-approved document templates. To this end, we have completed the attached Adoption Agreement and General Addendum, which include the benefit and eligibility provisions that you currently have in place, for the city's approval. Please note that we have moved language regarding the effect of a refund of contributions, which is in subsection 15(o) of the current General Addendum, to a stand-alone Section 15 of the restated General Addendum.

If the draft documents are acceptable, please have the designated representatives sign and date where indicated (Adoption Agreement, p. 38, and General Addendum, p. 6). Next, please scan and email the documents to Gina Gresham at rgresham@gacities.com no later than **July 12, 2024**.

We will then countersign the documents and return electronic copies to you. Please note, GMEBS will not execute documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.

The draft documents will take effect on the date of their approval by the city. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

Please note the General Addendum contains certain provisions (Section 16) which do not fit squarely within the standard GMEBS General Addendum format. Thus, it will be necessary to file the city's Plan with the IRS for a separate opinion letter. Following the city's approval of the enclosed restated Plan documents, we will work with GMEBS's tax counsel to prepare the IRS filing documents for the city's signature.

We have also attached a copy of the restated Basic Plan Document and Amendment 1, which do not need to be adopted by the city. Finally, we have included a summary of key amendments to the Plan relating to the restatement.

If you have any questions about the contents of this letter or require further information, please contact Gina Gresham.

Encl.

C: Mr. Andrew J. Whalen, III, City Attorney, City of Griffin (w/ encl.)
Ms. Marinetty Bienvenu, Director, Retirement Quality Assurance (w/o encl.)
Ms. Michelle Warner, Director, GMEBS Retirement and DC Programs (w/o encl.)
Mr. Kevin Jeselnik, Assistant General Counsel (w/o encl.)

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider a claim for personal injury to Eric Folsom, based upon Ante Litem Notice from Morgan & Morgan, dated April 26, 2024, received May 17, 2024, for injuries sustained in a single-vehicle accident on April 9, 2024, and demand for settlement in the amount of $1,000,000. *City Attorney Drew Whalen will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

Mr. Folsom is a City employee in the Public Works Department. On the date of the accident, at approximately 6:15 a.m., he was driving to work in a City-owned vehicle, when a large tank fell from a truck approaching him from the opposite direction. Mr. Folsom was unable to stop his truck before colliding with the tank in the roadway and sustained serious injuries. The driver of the other vehicle failed to stop at the scene and the Georgia State Patrol has been unable to locate the vehicle from which the tank fell. A Workers Compensation claim has been filed and is currently being handled by the City's Workers Compensation insurer. Workers Compensation is Mr. Folsom's exclusive remedy.

Ga. Code Ann. § 34-9-11:

(a) The rights and the remedies granted to an employee by this chapter shall exclude and be in place of all other rights and remedies of such employee, his or her personal representative, parents, dependents, or next of kin, and all other civil liabilities whatsoever at common law or otherwise, on account of such injury, loss of service, or death; provided, however, that the employer may be liable to the employee for rights and remedies beyond those provided in this chapter by expressly agreeing in writing to specific additional rights and remedies; provided, further, however, that the use of contractual provisions generally relating to workplace safety, generally relating to compliance with laws or regulations, or generally relating to liability insurance requirements shall not be construed to create rights and remedies beyond those provided in this chapter. No employee shall be deprived of any right to bring an action against any third-party tort-feasor, other than an employee of the same employer or any person who, pursuant to a contract or agreement with an employer, provides workers' compensation benefits to an injured employee, notwithstanding the fact that no common-law master-servant relationship or contract of employment exists between the injured employee and the person providing the benefits, and other than a construction design professional who is retained to perform professional services on or in conjunction with a construction project on which the employee was working when injured, or any employee of a construction design professional who is assisting in the performance of professional services on the construction site on which the employee was working when injured, unless the construction design professional specifically assumes by written contract the safety practices for the project. The immunity provided by this subsection to a construction design professional shall not apply to the negligent preparation of design plans and specifications, nor shall it apply to the tortious activities of the construction design professional or the employees of the construction design professional while on the construction site where the employee was injured and where those activities are the proximate cause of the injury to the employee or to any professional surveys specifically set forth in the contract or any intentional misconduct committed by the construction design professional or his or her employees.

STAFF RECOMMENDATION:

Staff recommends denial of the claim and demand for settlement.

FINANCIAL IMPACT:

The City of Griffin participates as a Member of the Georgia Interlocal Risk Management Agency ("GIRMA") which investigates and if liability is shown to exist, adjusts claims for its Members, their officers and employees. The City also participates in the GMA Workers Compensation program which is handling this matter.

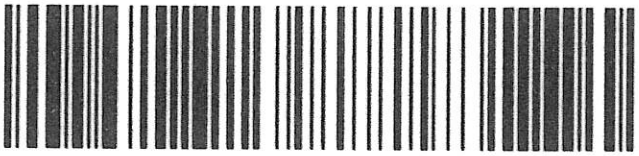
Submitted By:
Andrew Whalen

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Ante Litem Notice 051624.pdf

USPS CERTIFIED MAIL



9214 8902 7509 1008 3967 48

Morgan & Morgan P.A.
P.O. Box: 530244
Atlanta, GA30353-0244

1296955
1 of 7

City of Griffin GA Public Works
100 South Hill Street
Griffin, GA 30223

April 26, 2024

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
(Tracking No.)

15820246

City of Griffin Georgia Public Works
100 South Hill Street
Griffin, GA 30223

Gregory Poole, Risk Manager
100 South Hill Street
Griffin, GA 30223

Eller Mariza, Public Works Director
100 South Hill Street
Griffin, GA 30223

Andrew Whalen III, City Attorney
P.O. Box 133
101 S. Hill Street
Griffin, GA 30224

Jessica O'Connor, Griffin City Manager
100 South Hill Street
Griffin, GA 30223

Douglas S. Hollberg, Mayor
100 South Hill Street
Griffin, GA 30223

Holly Murray, District 3 Commissioner
100 South Hill Street
Griffin, GA 30223

Truman L Tinsley III, District 5 Commissioner
100 South Hill Street
Griffin, GA 30223

Cynthia Ward, District 1 Commissioner
100 South Hill Street

Griffin, GA 30223

Rose Curtis, District 2 Commissioner
100 South Hill Street
Griffin, GA 30223

Rodney McCord, District 6 Commissioner
100 South Hill Street
Griffin, GA 30223

Charles Wright, District 4 Commissioner
100 South Hill Street
Griffin, GA 30223

Re: Ante Litem Notice of Tort Claim
Our Client(s): Eric Folsom
Date of Incident: 04/09/24
Your Claim No: Unknown

To Whom it May Concern:

Within six (6) months of the date described above, this Notice is being sent pursuant to the requirements of O.C.G.A. § 36-33-5 to provide you with a thirty (30) day opportunity for adjustment of a tort claim against the City as a result of the following incident:

(a) Name of the City Government entity involved: City of Griffin GA
(b) Time: April 9, 2024at 6:15 AM
(c) Place: Georgia 212 0.5 Miles of Georgia 162 (see police report attached)
(d) Nature of Loss Suffered: Mr. Folsom suffered multiple injuries, including but not limited to, Lower back pain, soft tissue damage to the back, pain in the right shoulder, lower back pain, neck pain and cervical muscle strain.
(e) Amount of Loss Claimed: Eric Folsom has claims for his medical expenses, past and future, lost income, past and future in the amount of $1,000,000.00 and a claim for her pain and suffering, mental and emotional suffering and any other noneconomic damages recoverable under all applicable laws in the amount of $1,000,000.00.
(f) Acts or omissions which caused the loss: Mr. Folsom was traveling West on Georgia 212 and the other driver was traveling East on Georgia 212. During this time a water tank came off the other drivers vehicle and was being pulled by a rope. The water tank then entered the path of Mr. Folsmon which resulted in an impact of the front of Mr. Folsmons vehicle. After the impact the other driver left the scene and at this time has yet to be identified.

Therefore Eric Folsom demands $1,000,000.00 from City of Griffin, Georgia to settle the claim referenced herein. No action to make a civil recovery for these claims will be commenced except upon the expiration of thirty days (30) following receipt of this notice, or the City's denial of the claim, whichever occurs first.

The information supplied herein is provided for the purposes of allowing you to conduct an investigation of the alleged incident and determine if the claim should be settled without litigation. Should you require additional information for that determination, please contact my Case Manager, Honor Garcia, hmgarcia@forthepeople.com.

Sincerely

Ashley Winston

Ashley Winston

ER/hg

cc: Eric Folsom

May 1, 2024

15820246

City of Griffin Georgia Public Works
100 South Hill Street
Griffin, GA 30223

RE: Folsom, Eric
Date of Accident: April 9, 2024

To Whom it May Conern:

In order to represent Eric Folsom to the best of our ability, we must secure all potential evidence. At this time we request that you preserve the following for all electronic devices (cell phone, smartphone, tablet, iPad, laptop, GPS, etc.):

1) Maintain and preserve the actual electronic device(s) that you owned at the time of the collision.

2) Maintain your cell phone and/or data usage records for the month of the collision.

3) Preserve all calls, voicemails, text messages, emails, instant messages, social media messages, social media posts, internet searches, GPS data, and any other electronic communication or data for the month of the collision.

Please do not alter, delete, destroy or discard any of your electronic devices and/or the above requested data until we have had an opportunity to have them inspected by an expert. Please be advised that failure to preserve evidence may be considered spoliation of evidence and could result in penalties assigned by the court. If your insurance company has possession of the evidence, please forward a copy of this letter to them immediately.

Ashley Winston

Ashley Winston

ER/hg/hg

cc: Eric Folsom

May 1, 2024

1582024 6

City of Griffin Georgia Public Works
100 South Hill Street
Griffin, GA 30223

RE: Folsom, Eric
Date of Accident: April 9, 2024

To Whom It May Concern:

This firm and the undersigned have been retained to represent Eric Folsom with regard to the above referenced collision. I write to insist that you immediately secure and preserve the following records and physical evidence as they will be necessary for the handling of the claim and any potential litigation:

1) The Driver's Employment Application;
2) The Driver's MVRs;
3) The Driver's Complete Qualification file including:
    a. The 3 Years of Written Employment references
    b. The DOT Drug Screen Results
    c. The Dot Physical and Certificate
    d. The Road Test Certification
    e. The Annual Driving Reviews
4) The Driver's Hours of Service logs for the 6 months previous to the collision;
5) The Driver's fuel card records and receipts for the 6 months previous to the collision;
6) The company dispatch records for this driver for the 6 months previous to the collision;
7) The Bill of Lading for the cargo the Driver was carrying at the time;
8) The Driver's post collision alcohol and drug testing;
9) The pre and post trip inspections for this driver and for the tractor and trailer involved in the collision for the 6 months previous to the collision;
10) The maintenance records for this tractor and trailer for the 6 months prior to the collision;
11) Any satellite, GPS and/or Qualcomm data for the 6 months prior to and including the time of the collision;
12) A complete download of the Electronic Control Module data from the tractor's engine;
13) A printout from any VORAD system on the tractor for the 6 months prior to and including the time of the collision.
14) The tractor trailer in the same condition as it was at the time of the collision or in the alternative that you provide me with the opportunity to photograph the conspicuity markings on it and the trailer;
15) Provide me with an opportunity to inspect and photograph the brakes on the tractor and trailer.

If your insurance company has possession of the truck, please forward a copy of this letter to them immediately. We will deal with them directly.

Please direct your inquiries to my Paralegal, Honor Garcia, who is assisting me with this case.

Thank you in advance for your cooperation.

Ashley Winston

Ashley Winston

ER/hg/hg

cc: Eric Folsom

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint one board member to fill the new position created by the Board of Commissioners' approval of an amendment to the Environmental Council ordinance. This appointment will be a seven-month term set to expire 12/31/24.

SPECIAL CONSIDERATIONS OR CONCERNS:

Appointees shall be 18 years of age or greater, residents of Spalding County and have demonstrated knowledge of, or strong interest in, environmental protection. Members may be reappointed to succeed themselves. This Council meets the first Thursday of each month at 5:30 p.m. at One Griffin Center, 3rd Floor Conference Room.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Kohl Resume.pdf
Nom Kohl Enviro Council.pdf
FINAL Environmental Council Ordinance - Add Members and Amend Council Responsibility.pdf

Sydney Kohl
470.402.7030 | sckohl@asu.edu

Summary: A sustainability professional with experience in leadership, management and collaboration seeking an opportunity to expand my knowledge in sustainable technologies.

Education

B.S. Sustainability, Arizona State University, GPA 3.98 Anticipated graduation 2025
Barrett, The Honors College at Arizona State University
Certificate: Dean's List Spring 2023; Fall 2023; Spring 2024
Member of National Society of Leadership and Success

Professional Experience

Feb 2022-present *Shift Supervisor;* Starbucks, Griffin, GA.
- Execute optimal operation performance
- Train and provide feedback to team members
- Provide outstanding customer service
- Manage money and focus on sales

Jan 2024-May 2024 *Research Assistant;* Arizona State University, Virtual.
- Conduct reviews of popular press and academic literature
- Data collection and analysis

April 2022-present *Chair Yoga Instructor;* Peachtree Sun City, Griffin, GA.
- Develop and deliver training
- Provide concise instruction to 40+ clients

Jan 2021-present *Small Business Owner, Yoga and Energy Wellness;* All You Wellness
- Develop website, build clientele and brand
- Manage sales and profits
- Provide wellness services to community members

May 2021-May 2022 *Yoga Instructor;* The Carter Treatment Center, Suwanee, GA.
- Assisted in the holistic recovery process by providing restorative yoga to clients
- Offered a calm and trauma informed space to allow room for growth and change

Jan 2020-Dec 2022 *Yoga Instructor;* Indigo Soul Yoga, Locust Grove, GA.
- Engaged with community members
- Assisted in sales and account management

May 2020-Dec 2020 *Grocery D/F Bulk Asst Manager;* Denver, CO.
- Trained and supervised employees
- Ensured quality of services and products for customer satisfaction

Volunteer

American Red Cross, 2023
Stout Street Foundation, 2021

Recognition
Featured in Shoutout Atlanta: *Meet Sydney Kohl Business Owner & Yoga Instructor* (shoutoutatlanta.com). 2021

NOMINATION FOR APPOINTMENT

Profile

Office of the City Manager, Jessica O'Connor
One Griffin Center | 100 S. Hill Street-P.O. Box T | Griffin, GA 30224
P 770.229.6408 F 678.692.6403 W cityofgriffin.com

Which Boards would you like to apply for?

Environmental Council: Submitted

Sydney (First Name) | C (Middle Initial) | Kohl (Last Name)

358 N 19th St (Home Address) | Apt D (Suite or Apt)

Griffin (City) | GA (State) | 30223 (Postal Code)

Mobile: (470) 402-7030 (Primary Phone) | (Alternate Phone)

sydney.c.kohl@gmail.com (Email Address)

Starbucks (Employer) | Shift Supervisor (Occupation)

Business Address:

1633 1/2 N Expressway Griffin, GA

Do you live within the city limits or in the county? *

☑ Within city limits

Experience

Education / Experience / Background:

Currently in my Senior year pursuing BS in Sustainability. I've conducted research within the sustainability realm under grad students and professors.

Other Committees, Boards, Authorities, etc. presently serving on:

Partners for Sustainability through Starbucks

Other pertinent information:

I have a great interest in being a member of the Environmental Council because I believe Griffin has the ability to transform itself into a more sustainable community while supporting the needs of the community so that all members opinions feel valued.

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that if I am appointed, any false statements, omissions or other misrepresentations made by me on this application may result in my immediate dismissal. I understand that I will not be paid and that filling out an application does not guarantee my appointment.

Nominee / Nominator Signature: _____

Sydney Kohl

Educational_CV-5.pdf

Upload a Resume

No. 24 – 02

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 42, ENVIRONMENT, ARTICLE I, IN GENERAL, SECTION 42-1, ENVIRONMENTAL COUNCIL ESTABLISHED; SECTION 42-2, ENVIRONMENTAL COUNCIL DUTIES AND RESPONSIBILITIES; SECTION 42-3, ENVIRONMENTAL COUNCIL ORGANIZATION; TO PROVIDE AMENDED DUTIES AND RESPONSIBILITIES OF THE ENVIRONMENTAL COUNCIL; TO INCREASE THE NUMBER OF MEMBERS OF THE ENVIRONMENTAL COUNCIL TO NINE, INCLUDING ONE COMMISSIONER MEMBER; TO SET THE TERM FOR THE ADDITIONAL MEMBERS OF THE COUNCIL; TO AMEND THE ATTENDANCE REQUIREMENTS FOR ENVIRONMENTAL COUNCIL MEMBERS; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 42, ENVIRONMENT, by amending Section 42-1, Environmental Council Established, through Section 42-3, Environmental Council Organization, which hereinafter shall include the following language:

"**Sec. 42-1. Environmental Council Established.**

The environmental council (hereafter called the "council") is established to act as a volunteer citizen body charged with advising the board of commissioners on policies and procedures that the city may pursue to protect and preserve Griffin's natural resources for future generations.

As a full-service city providing water, sanitation, and electricity, the City of Griffin is well-placed to promote good stewardship of our land, air, water, and energy resources through the pursuit of environmentally sustainable development. The city recognizes that the challenges of sustainable urban development are many and multi-faceted. To meet these challenges successfully the city must draw on its most important resource—the diverse knowledge and skill sets of its citizens.

Sec. 42-2. Environmental Council Duties and Responsibilities.

The council will be charged with the following responsibilities and shall:

(1) Provide the board of commissioners with recommendations on policies and procedures that the city can pursue to preserve and protect Griffin's natural resources for future generations;

(2) Provide the public a means to bring forward ideas that promote environmental sustainability within the City of Griffin;

(3) Facilitate public participation in the setting of goals and benchmarks for the city in its efforts to be a good steward of its environment and natural resources;

(4) Assist city staff with identifying and working with stakeholder groups in furthering programs that promote environmental sustainability;

(5) Assist city staff with public education and outreach activities that promote environmental sustainability;

(6) Provide recommendations for internal program evaluation and reporting, and assist city staff in periodically reporting to the board of commissioners on program effectiveness;

(7) Recommend administrative guidelines for tree conservation and planting within the city.

Sec. 42-3. Environmental Council Organization.

(a) The council shall consist of nine members, including one commissioner, appointed by the board of commissioners. Appointees shall be 18 years of age or greater, a resident of Spalding County, and persons who have demonstrated a knowledge of or strong interest in environmental protection. Initial appointments to the council shall be three members to serve a one-year term, three members to serve a two-year term, and one member to serve a three-year term. Thereafter, each member shall serve a three-year term, with the exception of the commissioner member who shall serve a one-year term. Members may be reappointed to succeed themselves.

(b) The council shall elect one member, excluding the commissioner member, to serve as chair and one member to serve as vice-chair; the council may also create and fill such committees as it may deem necessary, and appoint the committee chair. The term of the chair and vice chair shall be one year, with eligibility for re-election to succeeding terms. Director of Stormwater, or his or her designee, shall serve as secretary.

(c) The environmental council shall establish and post a regular monthly meeting schedule to be conducted in accordance with the Georgia Open Meetings Law. Called meetings may occur more frequently, if noticed in the manner provided by law. All council meetings shall be open to the public, and reasonable notice of the time, place, and location of meetings, together with an agenda of intended business and action items, thereof shall be noticed in accordance with City of Griffin policies and state law. The secretary shall keep minutes of all meetings, in accordance with Georgia Open Meetings Law. A quorum of the council shall consist of a majority of its members. The vote of a simple majority of a quorum shall be necessary to take any official council action.

(d) Any member of the council who misses either (i) three consecutive meetings or (ii) four meetings within a calendar year shall be replaced by the board of commissioners. Absence due to sickness, death of a family member or close friend,

or other emergencies of like nature may be recognized as excused absences and shall not affect the member's status on the council. Members shall attend a minimum of one Environmental Council special event annually and any member who fails to do so shall be replaced by the board of commissioners.

(e) A public comment period shall be allowed at each meeting to allow citizens the opportunity to be heard regarding environmental issues and concerns. The method, timing and duration of such public comment period shall be determined by the council, but the standards and procedures shall be consistent across all meetings. The council may conduct its business once the public comment period is closed."

Section 2. All ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 3. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 4. Except as modified herein, The Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The city attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Board of Commissioners. The city secretary shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

Section 5. This ordinance shall become effective immediately upon adoption on second and final reading.

First Reading: April 23, 2024

Second Reading: May 14, 2024

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioners to appoint a Commissioner to the Griffin Environmental Council (GEC) for term set to expire 12/31/24.

SPECIAL CONSIDERATIONS OR CONCERNS:

On May 14, 2024, the City of Griffin Board of Commissioners approved, on second reading, an amendment to the Griffin Environmental Council Ordinance adding the appointment of an additional member and a commissioner to the membership of the GEC. The member term will be three years, and the commissioner term will be one year.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
FINAL Environmental Council Ordinance - Add Members and Amend Council Responsibility.pdf

No. 24 – 02

AN ORDINANCE

AN ORDINANCE, AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 42, ENVIRONMENT, ARTICLE I, IN GENERAL, SECTION 42-1, ENVIRONMENTAL COUNCIL ESTABLISHED; SECTION 42-2, ENVIRONMENTAL COUNCIL DUTIES AND RESPONSIBILITIES; SECTION 42-3, ENVIRONMENTAL COUNCIL ORGANIZATION; TO PROVIDE AMENDED DUTIES AND RESPONSIBILITIES OF THE ENVIRONMENTAL COUNCIL; TO INCREASE THE NUMBER OF MEMBERS OF THE ENVIRONMENTAL COUNCIL TO NINE, INCLUDING ONE COMMISSIONER MEMBER; TO SET THE TERM FOR THE ADDITIONAL MEMBERS OF THE COUNCIL; TO AMEND THE ATTENDANCE REQUIREMENTS FOR ENVIRONMENTAL COUNCIL MEMBERS; TO PROVIDE FOR AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

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

Section 1. The Code of Griffin, Georgia is hereby amended at Chapter 42, ENVIRONMENT, by amending Section 42-1, Environmental Council Established, through Section 42-3, Environmental Council Organization, which hereinafter shall include the following language:

"**Sec. 42-1. Environmental Council Established.**

The environmental council (hereafter called the "council") is established to act as a volunteer citizen body charged with advising the board of commissioners on policies and procedures that the city may pursue to protect and preserve Griffin's natural resources for future generations.

As a full-service city providing water, sanitation, and electricity, the City of Griffin is well-placed to promote good stewardship of our land, air, water, and energy resources through the pursuit of environmentally sustainable development. The city recognizes that the challenges of sustainable urban development are many and multi-faceted. To meet these challenges successfully the city must draw on its most important resource—the diverse knowledge and skill sets of its citizens.

Sec. 42-2. Environmental Council Duties and Responsibilities.

The council will be charged with the following responsibilities and shall:

(1) Provide the board of commissioners with recommendations on policies and procedures that the city can pursue to preserve and protect Griffin's natural resources for future generations;

(2) Provide the public a means to bring forward ideas that promote environmental sustainability within the City of Griffin;

(3) Facilitate public participation in the setting of goals and benchmarks for the city in its efforts to be a good steward of its environment and natural resources;

(4) Assist city staff with identifying and working with stakeholder groups in furthering programs that promote environmental sustainability;

(5) Assist city staff with public education and outreach activities that promote environmental sustainability;

(6) Provide recommendations for internal program evaluation and reporting, and assist city staff in periodically reporting to the board of commissioners on program effectiveness;

(7) Recommend administrative guidelines for tree conservation and planting within the city.

Sec. 42-3. Environmental Council Organization.

(a) The council shall consist of nine members, including one commissioner, appointed by the board of commissioners. Appointees shall be 18 years of age or greater, a resident of Spalding County, and persons who have demonstrated a knowledge of or strong interest in environmental protection. Initial appointments to the council shall be three members to serve a one-year term, three members to serve a two-year term, and one member to serve a three-year term. Thereafter, each member shall serve a three-year term, with the exception of the commissioner member who shall serve a one-year term. Members may be reappointed to succeed themselves.

(b) The council shall elect one member, excluding the commissioner member, to serve as chair and one member to serve as vice-chair; the council may also create and fill such committees as it may deem necessary, and appoint the committee chair. The term of the chair and vice chair shall be one year, with eligibility for re-election to succeeding terms. Director of Stormwater, or his or her designee, shall serve as secretary.

(c) The environmental council shall establish and post a regular monthly meeting schedule to be conducted in accordance with the Georgia Open Meetings Law. Called meetings may occur more frequently, if noticed in the manner provided by law. All council meetings shall be open to the public, and reasonable notice of the time, place, and location of meetings, together with an agenda of intended business and action items, thereof shall be noticed in accordance with City of Griffin policies and state law. The secretary shall keep minutes of all meetings, in accordance with Georgia Open Meetings Law. A quorum of the council shall consist of a majority of its members. The vote of a simple majority of a quorum shall be necessary to take any official council action.

(d) Any member of the council who misses either (i) three consecutive meetings or (ii) four meetings within a calendar year shall be replaced by the board of commissioners. Absence due to sickness, death of a family member or close friend,

or other emergencies of like nature may be recognized as excused absences and shall not affect the member's status on the council. Members shall attend a minimum of one Environmental Council special event annually and any member who fails to do so shall be replaced by the board of commissioners.

(e) A public comment period shall be allowed at each meeting to allow citizens the opportunity to be heard regarding environmental issues and concerns. The method, timing and duration of such public comment period shall be determined by the council, but the standards and procedures shall be consistent across all meetings. The council may conduct its business once the public comment period is closed."

Section 2. All ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 3. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 4. Except as modified herein, The Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter. The city attorney is directed and authorized to direct the codifier to make necessary minor, non-substantive corrections to the provisions of this Code, including but not limited to, the misspelling of words, typographical errors, duplicate pages, incorrect references to state or federal laws, statutes, this Code, or other codes or similar legal or technical sources, and other similar amendments, without necessity of passage of a corrective ordinance or other action of the Board of Commissioners. The city secretary shall, upon the written advice or recommendation of the city attorney and without the necessity of further council action, alter, amend or supplement any non-codified ordinance, resolution or other record filed in his or her office as necessary to effect similar non-substantive changes or revisions and ensure that such public records are correct, complete and accurate.

Section 5. This ordinance shall become effective immediately upon adoption on second and final reading.

First Reading: April 23, 2024

Second Reading: May 14, 2024

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioner McCord to appoint a member to the City Board of Ethics, District 6, to fulfill a term set to expire 12/31/2024, per Ordinance in the Code of Griffin at Chapter 2, Administration, Article III, Officers and Employees, Division 2, CODE OF ETHICS.

SPECIAL CONSIDERATIONS OR CONCERNS:

The current appointee to the Ethics Board from District 6, Rebekah Betsill, submitted her resignation via email on Wednesday, May 22, 2024.

Sec. 2-84 - Board of Ethics - states the Mayor and each commissioner will appoint one resident from his/her district to provide a pool of seven individuals who have consented to serve as a member of the Board of Ethics, and who will be available for a period of one year to be called upon to serve in the event a Board of Ethics is needed. Members shall be residents of the City and appropriate District while serving, shall not have had any contracting with or been employed by the City for a year, shall not have any pending or potential litigation or any permit or rezoning application pending, shall not have been convicted of a felony involving moral turpitude and shall not be less than 21 years of age.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Code of Ethics.pdf
Betsill resignation.pdf

No. 19 -

AN ORDINANCE

AN ORDINANCE AMENDING THE CODE OF GRIFFIN, GEORGIA, AT CHAPTER 2, ADMINISTRATION, BY DELETING ARTICLE III, OFFICERS AND EMPLOYEES, DIVISION 2, CODE OF ETHICS, IN ITS ENTIRETY AND ENACTING A REVISED DIVISION 2, CODE OF ETHICS; TO PROVIDE FOR A CODE OF ETHICS FOR OFFICERS AND EMPLOYEES; TO PROVIDE DEFINITIONS; TO DEFINE CONDUCT PROHIBITED AND EXPECTED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; TO RESTATE THE CODE OF GRIFFIN, GEORGIA, AS MODIFIED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, as a group and as individuals, the governing authority of the City of Griffin, Georgia has subscribed to the following ethical principles and pledged to conduct its affairs accordingly:

* Serve Others, Not Ourselves;
* Use Resources With Efficiency and Economy;
* Treat All People Fairly;
* Use The Power of Our Position For The Well Being Of Our Constituents; and
* Create An Environment Of Honesty, Openness And Integrity;

And

WHEREAS, the City of Griffin, Georgia has been recognized by the Georgia Municipal Association as a "City of Ethics";

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

Section 1. The Code of Griffin, Georgia is amended at Chapter 2, ADMINISTRATION, by deleting Article III, OFFICERS AND EMPLOYEES, Division 2, CODE OF ETHICS, in its entirety and enacting in lieu thereof new Division 2, CODE OF ETHICS, as follows:

"DIVISION 2. CODE OF ETHICS

Sec. 2-76. - Purpose.

The public trust requires public servants to fulfill their duties faithfully and honestly and to subordinate any personal interest which conflicts with the public interest. A public servant is a trustee of the people and should strive to further the general welfare and not

use public office in order to improve his or her own private standing. The principle policies which form the foundation of this code of ethics are:

(a) The trust of citizens in their government is cultivated when individual public servants act with integrity and when the public is aware that its servants act with integrity.
(b) The constitutions, laws and regulations of the United States and State of Georgia and ordinances of the City of Griffin should be upheld as a *de minimus* standard of conduct.
(c) The most effective way to eradicate unethical practices is to consistently act with the highest moral principles and to consistently react appropriately to the ethical decisions of others.
(d) Elected officials shall exercise sound judgment and apply ethical principles in making decisions that in any manner reflect upon their elected office.
(e) All citizens should be treated with courtesy, impartiality and equality.
(f) Those persons who fail to abide by the terms of this code of ethics shall be sanctioned.

Sec. 2-77. - Intent.

It is the intent of this code of ethics that any city official shall not knowingly engage in any activity which is incompatible with the proper discharge of his or her official duties or which would tend to impair his or her judgment or actions in the performance of his or her official duties. Furthermore, city officials should avoid any action which might result in or create the appearance of the following:

(a) Using public office for private gain.
(b) Impeding city efficiency or economy.
(c) Affecting adversely the confidence of the public in the integrity of those who conduct the affairs and business of the City of Griffin.

Sec. 2-78. – Conflicts.

Notwithstanding anything herein to the contrary, state law and the Charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This article shall be interpreted to supplement, and not replace, said provisions of state law and the Charter.

Sec. 2-79. - Definitions.

(a) A thing of value shall mean anything of material value, regardless of its monetary amount, perceived or intended by the city official to whom it is offered, to be sufficient to influence the city official in the performance or nonperformance of an official action. A thing of value shall not include:

(1) Food or beverage consumed at a single meal or event;
(2) Legitimate salary, benefits, fees, commissions, or expenses associated with a recipient's nonpublic business, employment, trade, or profession;
(3) An award, plaque, certificate, memento, or similar item given in recognition of the recipient's civic, charitable, political, professional, or public service;
(4) Food, beverages, and registration at group events to which all members of the governing body of the city are eligible to attend;
(5) Actual and reasonable expenses for food, beverages, travel, lodging, and registration for a meeting which are provided to permit participation or speaking at the meeting;
(6) A commercially reasonable loan made in the ordinary course of business;
(7) Any gift with a value less than $100.00;
(8) Promotional items generally distributed to the general public or to public officers;
(9) A gift from a member of the public officer's immediate family; or
(10) Food, beverage, or expenses afforded public officers, members of their immediate families, or others that are associated with normal and customary business or social functions or activities;

provided, however, that receiving, accepting, or agreeing to receive anything not enumerated in subparagraphs (1) through (10) of this paragraph shall not create the presumption that a thing of value has been received.

(b) *City official or official* shall mean, unless otherwise expressly defined does not include city employees, members of the city commission, municipal court judges (including substitute judges), city manager, city clerk, city attorney, and all other persons holding, either by election or appointment, positions designated by the City Charter, as officers of the City. The term "city official" also includes all individuals, including city employees, appointed by the city commission to city authorities, commissions, committees, boards, task forces, or other bodies which can or may vote or take formal action or make official recommendations to the city commission.

(c)Conflict of interest shall mean an interest in transactions involving any person in the member's immediate family, any person with whom a contractual relationship exists whereby the member may receive any payment or other benefits, or any business in which the city official is a director, officer, employee, agent, or shareholder.

(d)Decision shall mean any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city commission or other city board or authority.

(e)Employee shall mean any person who is employed in a position covered by the position classification plan of the City of Griffin; any person who is employed part-time by any operating department of the City of Griffin.

(f)Government or city shall mean the City of Griffin, Georgia.

(g)Immediate family shall mean spouse, child, parent, grandparent or sibling of any city official by blood, adoption or marriage.

(h)Interest shall mean any direct pecuniary benefit, which is not a remote interest (official affected in the same way as the general public), held by the official or accruing to a member of the governing authority as a result of a contract or transaction that is or may be the subject of an official act or action by or with the city. A member of the governing authority shall be deemed to have an interest in transactions involving:

a. Any person in the member's immediate family;
b. Any person with whom a contractual relationship exists whereby the member may receive any payment or other benefits unless the member is receiving a benefit for goods and services in the normal course of business for which the member has paid commercially reasonable rate;
c. Any business in which the member is a director, officer, employee, agent, or shareholder, except as otherwise provided herein; or
d. Any person of whom the member is a creditor, whether secured or unsecured.

Sec. 2-80. - Conduct.

(a) The professional and personal conduct of city officials should be above reproach and avoid even the appearance of impropriety. City officials shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the commission, boards and authorities, the staff or the public.
(b) Respect for process. City officials shall perform their duties in accordance applicable law and with the processes established by the city commission and boards and authorities governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the city commission by city staff.
(c) Conduct of public meetings. City officials shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.
(d) Decisions based on merit. City officials shall base their decisions on the merits and substance of the matter at hand.
(e) Communication. City officials shall publicly share substantive information that is relevant to a matter under consideration by the commission or boards and authorities which they may have received from sources outside the public decision-making process.
(f) Policy roles of city officials. City officials shall respect and adhere to the structure of government of the City of Griffin as outlined in the city Charter and policies and procedures. In this structure, the city commission determines the policies of the city with the advice, information and analysis provided by the public, boards, authorities, and city staff.

(g) Independence of boards and authorities. Because of the value of the independent advice of boards and authorities to the public decision-making process, city officials shall refrain from using their position to influence unduly the deliberations or outcomes of board and authority proceedings.
(h) Positive work place environment. City elected officials shall support the maintenance of a positive and constructive work place environment for city employees and for citizens and businesses dealing with the city. All city elected officials shall recognize their special role in dealings with city employees and refrain from creating the perception of inappropriate direction to staff.

Sec. 2-81. - Prohibitions.

(a) No city official shall act as an agent or attorney for another in any matter before the city commission, municipal court or other city body.
(b) No city official shall directly or indirectly receive, agree to receive, or solicit, any , thing of value to which he or she is not entitled, except as may be provided by law, with the purpose of influencing him or her in the performance of any act related to the functions of his or her office or public employment. No city official shall induce the reasonable belief that the giving of a thing of value will influence his or her performance or failure to perform any official action.
(c) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law. All public funds shall be used for the general welfare of the people and not for personal economic gain.
(d) Public property shall be disposed of in accordance with state law.
(e) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.
(f) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city commission and shall recuse himself/herself and take no further action on matters regarding the potential future employer.
(g) No city official shall participate in the discussion, debate, deliberation or vote, or otherwise take part in the decision-making process on any agenda item, any official act or action in which he, she, or member of his or her immediate family has a conflict of interest.
(h) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public. A city official shall not direct employees to use such property for other than official purposes.
(i) No city official shall utilize the city's name or logo for the purpose of endorsing any business.

(j) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.
(k) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
(l) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.
(m) A city official shall not order any goods and services for the city without prior official authorization for such expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.
(n) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.
(o) A city official shall represent the official policies or positions of the city commission, board and/or authority to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, city officials shall explicitly state they do not represent their body or the city, nor will they allow the inference that they do.
(p) In keeping with their role as stewards of the public interest, members of commission shall not appear on behalf of the private interests of third parties before the commission or any board or authority, or proceeding of the city, nor shall members of boards and authorities appear before their own bodies or before the commission on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
(q) A city official shall not use a city employee for personal or private business during regular business hours or during the employee's scheduled shift. A city official shall pay just compensation and shall not receive or expect a discount or special rate.
(r) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, a municipal court judge in the outcome of matters before the municipal court.
(s) A city official shall not act or create the appearance of acting on behalf of a member of the commission or other city official by promising to authorize or prevent any future official action of any nature, without prior authorization from the commission or its designee.

Sec. 2-82. - Disclosure.

A city official shall disclose the nature of any interest or benefit he or she has at the time such matter is presented to the commission for discussion and/or action. Such disclosure shall be recorded into the minutes of the meeting and become part of the public record. Following any disclosure made pursuant to this code of ethics, the member shall not participate in any ex-parte communications with other members regarding the matter at hand.

Sec. 2-83. - Duty to leave meeting.

To avoid the appearance of impropriety, after any city official is determined to have a conflict of interest or a potential conflict of interest in any matter, the member of commission shall leave his or her regular seat as a member of the commission and not return to it until deliberation and action on the matter is completed.

Sec. 2-84. - Board of Ethics.

(a) Appointment. The Board of Ethics of the City of Griffin shall be composed of three (3) residents of the city to be appointed as follows: The Mayor and each commissioner will appoint one (1) resident from their district to provide a pool of seven (7) individuals who have consented to serve as a member of the Board of Ethics and who will be available for a period of one year to be called upon to serve in the event a Board of Ethics is needed. The City Manager will maintain a listing of these qualified citizens. Upon receipt of a properly verified complaint and timely forwarding of that complain to the city official charged in the complaint, the Mayor and Commission, at the next regularly scheduled public meeting or at a specially called public meeting, shall draw names randomly from the listing of qualified citizens until three (3) members of the Board of Ethics have been commissioned to serve. Upon appointment, members of the board of ethics shall sign an affidavit attesting to their qualification to serve as a member of the board. Such Board will elect one of its members to serve as chair. The selected members of the board shall serve until the complaint is resolved, at which time the selected members shall no longer be in the pool of seven. The mayor and commissioners who originally designated the departing members shall designate their replacements.

(b) Qualifications.

1. All members of the board shall remain a resident of the city and district while serving on the board.
2. No person shall serve as a member of the board if the person has, or has had within the preceding one-year period, any interest in any contract or contracting with the city or has been employed by the city.
3. No person shall serve on the board if he or she currently has any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official is charged in the complaint.
4. No person shall serve on the board who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
5. No person shall serve on the board who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board, or who is not qualified to be a registered voter in the City of Griffin.

(c) Compensation. The members of the board shall serve without compensation.

(d) Expenses. The city commission shall provide meeting space for the board and, subject to budgetary procedures and requirements of the city, such supplies and equipment as may be reasonably necessary for the board to perform its duties and responsibilities.
(e) Removal. Members of the board may be removed with or without cause by majority vote of the city governing authority.
(f) Attorney. An independent attorney, contracted by the City shall attend all meetings and hearings of the board to insure that all proceedings are conducted properly and in accordance with applicable law.
(g) Meetings. All proceedings of the board shall be noticed in accordance with Georgia's Open Meetings Law. The proceedings of the board shall, to the extent authorized by law, remain confidential and not be disclosed to third parties. All meetings or public hearings where evidence is taken shall be open. Deliberations may be conducted in executive sessions. Any final report or recommendation to the commission shall be conducted in an open meeting.

Sec. 2-85. - Duties and Powers of the Board of Ethics.

(a) The constituted board of ethics shall have the following duties and powers:
    1. To establish procedures, rules and regulations governing its internal organization and conduct of its affairs;
    2. To prescribe forms, approved by the city attorney, for disclosure required in this article and to make available to the public information disclosed as provided in this section.
    3. To receive and hear complaints of violations of the standards required in this article.
    4. To make such investigation, hold such hearing(s) and provide response to a complaint as it deems necessary to determine whether any person has violated any provision of this article.
    5. To report its findings to the governing authority for such action as the governing authority deems appropriate.
(b) The commission may consider the findings and recommendation(s) of the board and shall be the body to take final action.

Sec. 2-86. - Receipt of Complaint and Procedure.

All complaints under this article against city officials shall be in writing and filed with the City Attorney. All complaints shall be submitted and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this article. Upon receipt of a complaint in proper form, the City Attorney shall forward a copy of the complaint to the city commission and city official or officials charged in the complaint within no more than seven (7) calendar days.
Upon receipt of a properly verified complaint and timely forwarding of that complain to the city official charged in the complaint, the Commission, at the next regularly scheduled public meeting or at a specially called public meeting, shall draw names randomly from the listing of qualified citizens until three (3) members of the Board of Ethics have been appointed.

Upon receipt of a complaint in proper form, the Board of Ethics shall conduct an initial review within thirty (30) days, to determine whether the complaint on its face is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the city commission. The board is empowered to recommend dismissal in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the city council; provided, however, that a rejection of such complaint by the board shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. The board shall report in writing to the city commission any complaint dismissed under this section.

For complaints that are not dismissed, a hearing shall be held within sixty (60) calendar days after filing of the complaint. The board is empowered to conduct investigations, to take evidence, and to hold hearings to address the subject matter of a complaint. The board shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses. At any hearing held by the board, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven calendar days before the first hearing, to be represented by counsel, to submit and hear evidence and to call and cross-examine witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall also have the right but not the obligation of submitting evidence and calling witnesses. The decision of the board shall be rendered to the city commission within seven calendar days after completion of the final hearing. Failure to comply with any of the time deadlines in this section of the article shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the board or the city commission to act upon any complaint.

Sec. 2-87. – Penalties.

Upon receipt of the findings of the Ethics Board, the City Commission may take the following action:

(a) Dismiss the complaint;
(b) Issue a public reprimand or censure; or
(c) Request resignation of public official.

Sec. 2- 88. - Right to Appeal.

An action for judicial review may be commenced by filing an application for a writ of certiorari in the superior court of Spalding County within thirty (30) days after the decision of the board. The filing of such application shall act as supersedeas.

Secs. 2-89 – 2.95. – Reserved."

Section 2. All ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed.

Section 3. Should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

Section 4. Except as modified herein, The Code of Griffin, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

Section 5. This ordinance shall become effective upon second and final reading.

First Reading: September 24, 2019

Second Reading: October 8, 2019

Susan Bartholomew

From: rebekahbetsill@gmail.com
Sent: Wednesday, May 22, 2024 9:57 AM
To: Jessica O'Connor
Cc: Rodney McCord; Susan Bartholomew; Tracie Pryor
Subject: RE: Resignations

Importance: Low

EXTERNAL EMAIL - Please use caution and proper judgement.

I submit my resignation from both Planning & Zoning Board and Ethics Board for the City of Griffin.

Rebekah Betsill

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Commissioner McCord to appoint a member to the Planning and Zoning Board for District 6 to fulfill an unexpired term set to expire on 12/31/2024.

SPECIAL CONSIDERATIONS OR CONCERNS:

The District 6 appointee, Rebekah Betsill, resigned her appointment via email on May 22, 2024.

Per Section 303B of the Unified Development Code, an appointee to the Board may not be a City or County Commissioner, hold any office or be employed by the City or County. Members shall be of good character and be at least 18 years of age. Members must reside in the appropriate district of appointment, and at-large must reside within the City. This Board meets on the third Monday of each month at 6 p.m. at One Griffin Center.

STAFF RECOMMENDATION:

N/A

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
P&Z Ord.pdf
Betsill resignation.pdf

The position of zoning administrator is designated by the city manager.

302 A. - Functions.

The functions of the zoning administrator shall be as follows:

1. Having the primary responsibility for administering and enforcing this ordinance;
2. Keeps up to date on current laws, recent court decisions and new techniques related to planning, zoning and development;
3. Serves as secretary to the planning and zoning board, coordinating review of amendments to this ordinance and special use applications;
4. Provides information to the city manager, board of commissioners and the public on zoning and related matters;
5. Makes recommendations to the planning and zoning board and to the board of commissioners on amendments to this ordinance, variances, special uses, annexations and development requests;
6. Maintains the official zoning map in a current manner, including all amendments to the map, at the planning and development department;
7. Maintains an official copy of the City of Griffin Zoning Ordinance at the planning and development department for public access;
8. Keeps up-to-date copies of the City of Griffin Zoning Ordinance available for sale to the public and a zoning map for review and access by the public;
9. Processes applications for rezonings, annexations, variances and special use permits;
10. Conveys written decisions on all requests or amendments to the zoning ordinance to the person or persons requesting such amendment within three days of decisions made by the board of commissioners.
11. Reviews applications for building permits for compliance with the City of Griffin Zoning Ordinance and denies such permits if they do not meet existing regulations;
12. Serves as liaison with developers and the City of Griffin Development Review Committee by accepting and processing applications for all commercial development and reviewing site plans for zoning compliance;
13. Inspects commercial projects to ensure zoning compliance;
14. Accepts and processes bonds for all commercial developments;
15. Maintains permanent records of amendments to the City of Griffin Zoning Ordinance and Zoning Map;
16. Other functions as prescribed by the city manager.

303. - PLANNING AND ZONING BOARD.

The Planning and Zoning Board of the City of Griffin is hereby established as follows:

303 A. - Members.

The planning and zoning board (PZB) shall be composed of seven members appointed by the board of board of commissioners. Each board of commissioners shall appoint one person who resides within their respective electoral district. The at-large commissioner shall appoint one

person who resides within the limits of the City of Griffin. Vacancies shall be filled by appointment of the respective board of commissioners for the unexpired term and district of the member affected. There shall be no compensation for members of the planning and zoning board, but they may receive reimbursement of reasonable and necessary expenses incurred in the performance of their duties with prior approval of such expenses by the city manager.

303 B. - Qualifications of members.

No member of the planning and zoning board shall serve as a board of commissioners, Spalding County Commissioner or hold any office or employment with the City of Griffin or Spalding County. Members shall be of good character and at least 18 years of age.

303 C. - Terms.

Each member of the planning and zoning board shall be appointed for a term of three years. Appointments shall be made in January of each calendar year with the members assuming office immediately.

303 D. - Officers.

At the first meeting of the planning and zoning board each calendar year, the members will elect a chairperson and vice-chairperson. The zoning administrator shall serve as the secretary. The chairperson will conduct meetings of the planning and zoning board. The vice-chairman shall serve in the absence of the chairperson. The chairperson and vice-chairperson shall vote on all matters brought before the planning and zoning board.

303 E. - Meetings.

The planning and zoning board shall hold regular meetings on the third Monday of each month beginning at 6:00 p.m. in the city courtroom. All meetings of the planning and zoning board shall be open to the public. The chairperson or any three members may call a special meeting.

303 F. - Quorum.

Three present and voting members of the planning and zoning board shall constitute a quorum. A failure of the planning and zoning board to have a quorum present and voting or a voting decision resulting in a tie shall constitute the staff recommendation being forwarded to the board of commissioners for review and consideration.

303 G. - Conflicts of interest.

If any member of the planning and zoning board shall find that his private or personal interests are involved in the matter coming before the board, he shall disqualify himself from all participation in that case. No member of the board shall appear before the planning and zoning board of the board of commissioners as agent or attorney.

303 H. - Functions.

1. Review the zoning ordinance to make recommends to the board of commissioners for amendments where appropriate. Recommend goals and objectives to the board of commissioners for the implementation and enforcement of the zoning ordinance.
2. Conduct meetings to review proposed amendments to this ordinance in order to make recommendations to the board of commissioners on rezoning applications, annexation applications and special use permits after receiving written comments on the application from the zoning administrator; provided, however, no action by the planning and zoning board shall constitute "final action" on zoning decisions.
3. Other functions as prescribed by the board of commissioners relative to zoning.

304. - BOARD OF COMMISSIONERS.

The functions of the board of commissioners, as relate to this ordinance, shall be as follows:

304 A. - Public hearings—Amendments.

Conduct an official public hearing for amendments to this ordinance in accordance with subsections of Section 404.

304 B. - Proposed amendments.

Approve or deny any proposed amendment to this ordinance, including any and all amendments to the official zoning map (the rezoning of land), based upon an evaluation under the standards found within Section 404 of this ordinance, and after first receiving written comments and recommendations from the zoning administrator and the planning and zoning board.

304 C. - Public hearings—Appeals.

Hold public hearings and make decisions on appeals of decisions made by the zoning administrator; applications for variances and applications for special uses.

304 D. - Publish decisions.

Officially publish any decision made relative to approval or denial of any amendment to this ordinance, appeals, variances and special use permits.

304 E. - Propose amendments.

Propose amendments to this ordinance, as deemed appropriate, and submit such proposed amendments to the zoning administrator and planning and zoning board for their written comments and recommendations.

304 F. - Appoint members.

Appoint the planning and zoning board in accordance with Section 303 B.

Susan Bartholomew

From: rebekahbetsill@gmail.com
Sent: Wednesday, May 22, 2024 9:57 AM
To: Jessica O'Connor
Cc: Rodney McCord; Susan Bartholomew; Tracie Pryor
Subject: RE: Resignations

Importance: Low

EXTERNAL EMAIL - Please use caution and proper judgement.

I submit my resignation from both Planning & Zoning Board and Ethics Board for the City of Griffin.

Rebekah Betsill

AGENDA ITEM SUMMARY

ITEM SUMMARY:

Consider cancellation of the scheduled Workshop and Regular meetings on Tuesday, June 25, 2024 due to the Georgia Municipal Association Annual Convention. *City Manager, Jessica O'Connor, will address.*

SPECIAL CONSIDERATIONS OR CONCERNS:

It has been customary to cancel the scheduled Workshop and Regular meetings for the commissioners to attend the Georgia Municipal Association's Annual Convention.

STAFF RECOMMENDATION:

Staff recommends approval.

FINANCIAL IMPACT:

N/A

Submitted By:
Susan Bartholomew

Meeting Date:
28/05/2024

Reviewed By:
Jessica O'Connor

ATTACHMENTS:
Convention-Schedule.pdf

GMA Annual Convention
June 21-25, 2024
Schedule of Events

Thursday, June 20
3:00 pm - 7:00 pm
Badge Pick Up
- Westin Savannah Harbor Golf Resort & Spa
- Savannah Marriott Riverfront
- Hyatt Regency Savannah
- Savannah Convention Center

Friday, June 21
7:00 am – 4:30 pm
Registration and Welcome Center

7:00 am – 8:15 am
Breakfast

8:15 am – 3:15 pm
Municipal Training Institute Classes

11:30 am – 1:00 pm
Lunch (trainings)

12:30 pm – 3:30 pm
Municipal Training Institute Classes

12:30 pm – 3:30 pm
Clerks Training Courses

1:30 pm – 3:30 pm
RMEBS Board of Trustees Meeting

3:45 pm – 5:00 pm
Mentor/Mentee Meet & Greet and Orientation

3:45 pm – 5:15 pm
Board of Directors Meeting

Saturday, June 22
7:00 am – 6:00 pm

GMA Annual Convention
June 21-25, 2024
Schedule of Events

Registration and Welcome Center

7:00 am – 8:15 am
Breakfast

8:15 am – 11:15 am
Municipal Training Institute Classes

8:15 am – 3:15 pm
Clerks Training Course

9:00 am – 2:00 pm
Exhibitor set-up

11:30 am – 1:00 pm
Lunch

11:45 am – 1:00 pm
Policy Committee Meetings

1:15 pm – 2:30 pm
Policy Committee Meetings

2:45 pm – 4:00 pm
Policy Committee Meetings

3:55 pm – 4:00 pm
Municipal Marketplace Opening Ceremony

4:00 pm – 6:00 pm
Municipal Marketplace Opening and Reception

<u>Sunday, June 23</u>
7:00 am – 5:00 pm
Registration and Welcome Center

7:30 am – 8:00 am
Worship Service

GMA Annual Convention
June 21-25, 2024
Schedule of Events

8:00 am – 8:45 am
RMEBS Membership Meeting

8:30 am – 9:00 am
Breakfast

8:30 am – 9:00 am
City Attorneys Session Registration

9:00 am – 10:30 am
Opening General Session

9:00 am – 1:00 pm
City Attorneys Session and Brunch

10:30 am – 2:00 pm
Municipal Marketplace (lunch included)

11:00 am – 12:00 pm
Legislative Policy Council Meeting

11:30 am – 1:30 pm
Clerks Business Meeting and Lunch

12:00 pm – 2:00 pm
City Managers Session and Lunch

1:00 pm – 2:00 pm
Federal Policy Council Meeting

1:00 pm – 2:00 pm
Municipal Training Board Meeting

2:15 pm – 3:15 pm
Rapid Fire Sessions

3:15 pm – 3:30 pm

GMA Annual Convention
June 21-25, 2024
Schedule of Events

Voting Credential Pickup

3:30 pm – 5:00 pm
Business Meeting and Installation of Officers and Board of Directors

Monday, June 24
8:00 am – 4:00 pm
Registration and Welcome Center

8:00 am – 8:30 am
Breakfast

8:00 am – 11:00 am
Clerk Training Courses

8:30 am – 9:45 am
General Session

10:00 am – 11:00 pm
Concurrent Sessions

11:15 am – 12:15 pm
Concurrent Sessions

12:30 pm – 2:15 pm
Awards Luncheon

2:15 pm – 2:45 pm
Awards Luncheon photos

2:45 pm – 3:45 pm
District Meetings

6:00 pm – 9:00 pm
Closing Event

GMA Annual Convention
June 21-25, 2024
Schedule of Events

Tuesday, June 25

7:30 am – 8:15 am
Breakfast

8:15 am – 11:15 am
Municipal Training Institute Classes

NORTH GEORGIA CONCRETE INC.

85 Chestatee Industrial Park Dr. Dahlonega, GA 30533

Phone: (706) 867-1774 Fax (706) 867-1608

Proposal For:

CHANGE ORDER QUOTE - CONCRETE PAVING

GRIFFIN GOLF COURSE BRIDGES

May 18, 2024

LINE NO.	WORK ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
	"PROPOSAL FOR CHANGING ASPHALT PAVING TO CONCRETE PAVING"				
	CONCRETE PAVING BRIDGE A (INCLUDING 8" SLAB and #4 REBAR 12" OC)	**SY**	**163.00**	**$274.85**	**$44,800.55**
	CONCRETE PAVING BRIDGE B (INCLUDING 8" SLAB and #4 REBAR 12" OC)	**SY**	**162.00**	**$274.85**	**$44,525.70**
	GREEN CUT AND SEAL SAW CUT JOINTS BRIDGE A	**LF**	**172.00**	**$14.20**	**$2,442.40**
	GREEN CUT AND SEAL SAW CUT JOINTS BRIDGE B	**LF**	**179.00**	**$14.20**	**$2,541.80**
	REDUCTION OF ASPHALT ITEM - BRIDGE A	**SY**	**163.00**	**-$183.48**	**-$29,907.24**
	REDUCTION OF ASPHALT ITEM - BRIDGE B	**SY**	**162.00**	**-$183.88**	**-$29,788.56**
				TOTAL	**$34,614.65**