City of Cartersville

P.O Box 1390 – 10 Public Square – Cartersville, Georgia 30120
Telephone: 770-387-5616 – Fax 770-386-5841 – www.cityofcartersville.org

AGENDA

Council Chamber, Third Floor of City Hall– 7:00 PM – 3/2/2017
Work Session – 6:00 P.M.

COUNCILPERSONS:
Matt Santini – Mayor
Dianne Tate – Mayor Pro Tem
Kari Hodge
Lindsey McDaniel, Jr.
Jayce Stepp
Louis Tonsmeire, Sr.
Taff Wren

CITY MANAGER:
Sam Grove

CITY ATTORNEY:
David Archer

CITY CLERK:
Meredith Ulmer

I. Opening of Meeting

- **Invocation**
- **Pledge of Allegiance**
- **Roll Call**

II. Regular Agenda

A. Council Meeting Minutes

1. February 16, 2017 - (Pages 1-19)

   Attachments

B. First Reading of Ordinances

1. Electric Vehicle Charging Station Rider - (Pages 20-21)

   Attachments

C. Contracts/Agreements

1. Sheet Metal Components EIP Grant Contract (Page 22)

   Attachments

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2. Georgia Public Web Master Service Agreement - (Pages 23-32)

   Attachments

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3. GADOT - Letter and Supplemental Agreement - (Pages 33-41)

   Attachments

D. Bid Award/Purchases

1. Construction Leake Mounds-Etowah River Walk Link Trail - (Pages 42-53)

[Attachments]

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2. Oak Hill Cemetery Landscaping Contract - (Pages 54-55)

   [Attachments]

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3. Automated Side Loader Garbage Truck Arm Maintenance - (Page 56)

   [Attachments]

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4. Seven Self-contained Breathing Apparatus (SCBA) Air Cylinders - (Pages 57-58)

   [Attachments]

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5. D&C Material Restock - (Pages 59-62)

   [Attachments]

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6. Wastewater Lab – Spectrophotometer - (Pages 63-66)

   [Attachments]

E. Change Order

1. Final Change Order: Water Main Relocation – Hwy 41 / 411 Utility Relocation - (Pages 67-72)

   [Attachments]

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES OFFICE, ADA COORDINATOR, 48 HOURS IN ADVANCE OF THE MEETING AT 770-387-5616.

City of Cartersville

City Council Meeting
3/2/2017 7:00:00 PM
February 16, 2017

SubCategory:	Council Meeting Minutes
Department Name:	Clerk
Department Summary Recomendation:	The minutes are attached for your review and approval.
City Manager's Remarks:	The February 16 meeting minutes are recommended for your approval.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City Council Meeting
10 N. Public Square
February 16, 2017
6:00 P.M. – Work Session
7:00 P.M. – City Council

I. Opening Meeting

Invocation by Council Member Tonsmeire

Pledge of Allegiance led by Council Member Wren

The City Council met in Regular Session with Matt Santini, Mayor presiding and the following present: Jayce Stepp, Council Member Ward Two; Louis Tonsmeire, Sr., Council Member Ward Three; Lindsey McDaniel Council Member Ward Four; Dianne Tate, Council Member Ward Five; Taff Wren, Council Member Ward Six; Sam Grove, City Manager; Meredith Ulmer, City Clerk and David Archer, City Attorney.

Absent: Kari Hodge; Ward One

II. Regular Agenda

A. Council Meeting Minutes

1. February 2, 2017 Minutes

A motion to approve the February 2, 2017 City Council Meeting Minutes as presented was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0

B. Second Reading of Ordinances

1. Second Reading of Ordinances

John Dooley, Key Accounts Manager came forward and stated due to the rise of distributed generation, solar energy, interconnection request the electric department is proposing to replace our current distributed generation riders with one that will recover our fixed cost that are associated with delivering power to the distributed generation customers.

A motion to approve the Distributed Generation Rider as made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

Ordinance No. 05-17

Now be it and it is hereby ORDAINED by the Mayor and City Council of the City of Cartersville, that the CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24. UTILITIES. ARTICLE X. ELECTRIC SYSTEM. DIVISION 2. RESERVED is hereby amended by deleting said Division in its entirety and replacing them with the following:

DIVISION 2. DISTRIBUTED GENERATION RIDER.

Sec. 24-261. Distributed Generation Rider, DGR-1.

1.

(a) *Effective Date:* Bills rendered on or after January 19, 2017.

(b) *Availability:* Applicable to Customers in all areas served by the Cartersville Electric System (the Utility) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.

(1) A distributed generation facility must:
(i) Be owned (or leased) and operated by an existing Customer for production of electric energy, and
(ii) Be connected to and/or operate in parallel with the Utility's distribution facilities, and
(iii) Be intended primarily to offset part or all of the Customer's generator's requirement for electricity, and
(iv) Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
(v) Be installed on the customer side of the meter.

(c) *Monthly Metering Charge:*
(1)... Bi-Directional Metering Charge $2.50 per month
OR

(2)... Single Directional
(i)... Single-Phase .... $4.50 per month
(ii).. Poly-phase .... $11.00 per month

(3) The City of Cartersville Electric System will install single directional metering or bi-directional metering depending on the Customer's method of installation. All installed costs for metering and associated equipment will be paid by the Customer at the time service is initiated under this policy.
(4) Bi-directional metering is defined as measuring the amount of electricity supplied by the Utility and the amount fed back to the Utility by the Customer's distributed

generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the Utility on the Customer's side of the Customer's meter.

(5) Single directional metering shall be defined as measuring electricity produced or consumed during the billing period, in accordance with normal metering practices. Single directional metering shall be used where distributed generation facilities are connected to the Utility's distribution system on the Utility's side of the Customer's meter.

(d) *Monthly Capacity Cost*: The Utility requires each Customer with a distributed generation facility to pay the monthly Stand-By Capacity charges based on the installed Nameplate Capacity Rating (in kW) of the Customer's system.

(1).. Residential .... $8.02 per kW per month
(2).. Commercial Non-Demand $11.13 per kW per month
(3).. Small Power .... $13.44 per kW per month
(4).. Medium Power .... $13.59 per kW per month
(5).. Large Power .... $14.29 per kW per month
(6).. Extra Large Power ... $15.53 per kW per month
(7).. Medium Economic Development $17.51 per kW per month

(e) *Payment for Energy:*

(1) Bi-directional metering
(i) When electricity supplied by the Utility exceeds electricity generated by the Customer's distributed generation, the electricity shall be billed by the Utility in accordance with the applicable tariff(s).
(ii) When electricity generated by the Customer's distributed generation system exceeds electricity supplied by the Utility, the Customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the Utility's avoided energy cost.

(2) Single directional metering
(i) For kWh's generated by Customer's distributed generation facility, Customer shall be compensated at the Utility's avoided cost of energy (kWh) as determined by the Utility. The Utility will only compensate Customer for avoided energy kWh's as determined by metered energy delivered to the Utility's distribution system.
(ii) The Customer's net bill will be calculated using the Utility calculation for avoided energy cost (as described below) credited to the Customer, netted against the billing period charges for the Customer's regular service (according to the applicable tariff) based on actual metered energy.

(3) Avoided Energy Cost
Payments by the Utility to the Customer for the billing period metered avoided energy kWh's will be computed by the Utility in its sole discretion based on the

average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the Utility's Wholesale Energy provider.

(f) *Safety, Power Quality, and Interconnection Requirements:*

(1) The Customer shall be responsible for ensuring a safe and reliable interconnection with the Utility and all costs incurred therein. The Utility has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the Customer to the Utility's distribution system:

(i) Application for Interconnection of Distributed Generation Facility

(ii) Interconnection Agreement

(iii) Electrical Power Exchange Agreement

(2) The provisions in all documents outlined above are incorporated into this Tariff in their entirety. For the avoidance of doubt, Customer shall be deemed to have agreed to such provisions by applying for service under this Tariff.

(3) The Utility will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customers equals the percentage of the Utility's annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the Utility at its sole discretion at a cost agreed to by it and the Customer provider. The Utility shall at no time be required to purchase energy from Customers in excess of amounts required by the DG Act.

(4) The Utility reserves the right to separate the Customer generator's equipment from City lines and facilities when, in the Utility's judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the Utility shall promptly notify the Customer generator so that any unsafe condition can be corrected.

Sections 24-262-265 Reserved.

2.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________

SECOND READING: ________________________

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MATTHEW J. SANTINI, MAYOR

ATTEST: ________________________________

MEREDITH ULMER, CITY CLERK

C. Resolutions

1. Request for Festival Zone Approval for Downtown Events

Lillie Read, Downtown Development Manager came forward and presented events that the Downtown Development Authority has on the calendar. They are of varying sizes, some events have road closures associated with them. The Downtown Development Authority hosted over 20 successful events with alcohol last year and found that it improved turnout at our events significantly.

A motion to approve the 2017 Festival Zones for Downtown Events in 2017 was made by Council Member Tate and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0.

Resolution No. 03-17

of the

City of Cartersville, Georgia

WHEREAS, the Cartersville City Council approved a Festival Ordinance in 2014; and

WHEREAS, the Downtown Development Authority (DDA) wishes to establish a Festival Zone for the following events to be held downtown:

March 1	**Annual meeting; 6-8pm**
March 4	**Car Show; 4-8pm**
March 17/18	**Music for Pub Crawl; 7-9pm**
March 31	**Wedding; 3-7pm**
April 22	**Music and Car Show; 4-8:30pm**
May 6	**Car Show; 4-8pm**
May 13	**Art Market/Music/Taste of Cartersville; 12-7pm**
June 3	**Car Show; 4-8pm**
June 17	**Music Event; 7-10pm**
July 1	**Car Show; 4-8pm**
July 22	**Music Event; 7-10pm**
August 5	**Car Show; 4-8pm**
August 19	**Music Event; 7-10pm**
September 2	**Car Show; 4-8pm**
September 15/16	**Music Event for Pub Crawl; 7-9pm**
October 28	**Bluegrass Festival; 11:30-7:30**

WHEREAS, the DDA Board recommends that these events be designated a controlled Festival Zone; and

WHEREAS said Festival Zone will allow those of 21 years and older, who show proof of identification and receive a wristband, be allowed to consume purchased alcoholic beverages within the Festival Zone; and

WHEREAS, DDA board and staff will, in conjunction with event staff and volunteers, keep those with alcoholic beverages inside the allotted Festival Zone; and

WHEREAS, the Director of Planning and Development will receive all necessary proposals and applications prior to each event with the understanding that alcoholic beverages will only be sold by an approved alcohol-license holding businesses.

NOW, THEREFORE BE IT RESOLVED by the City of Cartersville that the Downtown Cartersville 2017 Events Calendar, as planned and implemented by the DDA, and approved by the Director of Planning and Development, be designated a Community Festival Zone.

ADOPTED this the 16th day of February 2017.

/s/___________________
Matt Santini
Mayor

ATTEST:

/s/___________________
Connie Keeling
City Clerk

D. Appointments

1. Confirmation of Downtown Development Authority Board Appointment

Lillie Read stated three candidates were interviewed for the DDA board and of those Michael Chitwood was chosen for recommendation to Council. Mr. Chitwood is a Cartersville native, owner of two businesses downtown, and has strong interests in developing the downtown district.

A motion to approve Michael Chitwood to the Downton Development Authority Board was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0.

E. Contracts and Agreements

1. Downtown Development Authority

Ms. Read presented a resolution to approve a Memorandum of Understanding with Sheet Metal Components for the Employment Incentive Program Grant through the Georgia Department of Community Affairs. Council signed an agreement to participate in the grant through Department of Community Affairs in December 2015. This resolution will allow the City to submit all Employment Incentive Program contract documents to the Department of Community Affairs in order to obtain the Employment Incentive Program Grant and enter into a Memorandum of Understanding with Sheet Metal Components. The resolution and Memorandum of Understanding has been reviewed by City Attorney Keith Lovell. Ms. Read stated she requests Council approval of the Memorandum of Understanding Resolution and the Employment Incentive Program Grant Resolution.

A motion to approve the Memorandum of Understanding Resolution and the Employment Incentive Program Resolution was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

Memorandum of Understanding and Employment Incentive Program are available at the City Clerk's Office at 10 N Public Sq, Cartersville, GA 30120

2. Update to Water Department Agreement with Hawksley Consulting

Tamara Brock, Utility Accounts Manager came forward and stated last November Council approved the City enter into an agreement with Hawksley Consulting to explore various water billing structures throughout the United States. Since the time Council approved the agreement, Hawksley has been acquired by Stantec Consulting Services. Ms. Brock requested Council approve the assignment of the existing agreement and Task Order 1 in the name of Hawksley to Stantec Consulting Services. City Attorney Keith Lovell has reviewed the amended name documents and Task Order with no issues.

A motion to approve the change from Hawksley Consulting to Stantec Consulting Services was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

F. Resolutions

1. Administration

Ms. Brock stated this resolution is to approve a memorandum of understanding with Sheet Metal Components for the Employment Incentive Program Grant through the Georgia Department of Community Affairs. City Council signed an agreement to participate in the grant through the Department of Community Affairs in December 2015. This resolution will allow the City to submit all Employment Incentive Program contract documents to Department of Community Affairs in order to obtain the Employment Incentive Grant and enter into a Memorandum of Understanding with Sheet Metal Components. Ms. Brock requested Council approval.

Council Member Tonsmeire made a motion to approve the Memorandum of Understanding Resolution with Sheet Metal Components and Council Member Wren seconded the motion. Motion carried unanimously. Vote 5-0.

Resolution No. 04-17

ADOPTION RESOLUTION

CITY OF CARTERSVILLE

RESOLUTION

STATE OF GEORGIA
COUNTY OF BARTOW

WHEREAS, the Georgia Department of Community Affairs has notified the City of Cartersville and other general purpose governments that federal funds, managed by said state agency, are available to local governmental units under the Employment Incentive Program for the purpose of economic development projects that will result in employment of low and moderate income persons; and

WHEREAS, the purpose of said grant shall be construct public infrastructure including sewer, water and roadway infrastructure improvements to facilitate the expansion of Sheet Metal Components, Inc.; and

WHEREAS, the City of Cartersville is committed to working cooperatively with the Georgia Department of Community Affairs, multiple federal project participants, property owners and the citizens of Cartersville to implement the Project in accordance with federal and state guidelines as defined by Employment Incentive Program/Community Development Block Grant staff of the Georgia Department of Community Affairs in such a manner as to assure that the Project is developed, operated and maintained as a community asset designed to benefit current and future residents of the City of Cartersville; and

WHEREAS, the City of Cartersville deems the Project to be in the best interests of the citizens of Cartersville; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of Cartersville acting in his official capacity and on behalf of the Cartersville City Council is hereby authorized to submit EIP contract documents to the Georgia Department of Community Affairs in order to obtain said Employment Incentive Program Grant in order to perform those activities specified within this resolution; and

BE IT FURTHER RESOLVED, that the Mayor of Cartersville acting in his official capacity and on behalf of the Cartersville City Council is hereby authorized to enter into a Memorandum of Understanding with Sheet Metal Components, Inc., and is hereby

authorized to submit or execute other construction or EIP grant related documentation as required in order to obtain said Employment Incentive Program Grant; and

BE IT FUTHER RESOLVED, that the City of Cartersville shall be committed to the operation and maintenance of infrastructure developed through the Grant resources herein specified as a part of its water/sewer inventory; and

BE IT FUTHER RESOLVED, that the Mayor of Cartersville is hereby authorized to submit or execute any and all documents as may be required to accompany said EIP contract and to provide the Georgia Department of Community Affairs any and all Support Documentation which is considered to be part of said contract or grant award process.

SO ADOPTED, this ______________________________day of _______________________ 2017.

ATTEST:	**CITY OF CARTERSVILLE, GEORGIA**
__________________________	**BY: ________________________________**
Meredith Ulmer, City Clerk	**Matthew J. Santini, Mayor**

G. Contracts/Agreement

1. Electrical Interconnection Agreement

Mr. Dooley came forward and stated the electrical customer at 191 Etowah Drive in Cartersville has installed a solar system and wishes to connect the system to Cartersville's electric grid. The agreement describes the conditions under which the City and the Owner agree that distributed generating facility may be interconnected and operated in parallel with the City's electric system. The customer has met the obligations of this agreement.

The Electric Department is asking council to approve an Interconnection and Power Exchange Agreement between the City and the customer at 191 Etowah Drive in Cartersville.

This agreement is available for viewing in the office of the City Clerk, 10 N. Public Square.

A motion to approve the Electrical Interconnection Agreement was made by Council Member Tonsmeire and seconded by Council Member Stepp. Motion carried unanimously. Vote 5-0.

2. Electric Department Green Energy Contract - Aquafil

Mr. Dooley stated Aquafil approached the City of Cartersville Electric Department requesting to buy Green Energy Certificates for their two plants in Cartersville. The Certificates state that the energy is produced by a Green Energy Source. The certificates will cover the total electrical consumption at both of their plants for 2016 and 2017. The purchase of the Certificates will allow Aquafil to advertise their status as a Green Company. To complete the total transaction, the City of Cartersville Electric Department will purchase these Green Energy Certificates from the Electric Cities of Georgia. Mr. Dooley stated the Electric Department is recommending approval.

A motion to approve the Electric Department Green Energy Contract between the City and Aquafil, and the purchase of the Green Energy Certificates from Electric Cities of Georgia was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

3. Green Energy Contract – Electric Cities of Georgia

Mr. Dooley stated to accommodate Aquafil's request for Green Energy Certificates the City needs to enter into a contract with Electric Cities of Georgia for the purchase of these certificates. The Electric Department is recommending approval of the agreement between Electric Cities of Georgia and the City of Cartersville.

A motion to approve the purchase of the Green Energy Certificates from Electric Cities of Georgia was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

H. Bid Award/Purchases

1. Electric Department Meter Testing

Mr. Dooley stated City Electric annually has a third party contractor check the accuracy of the meters of our larger industrial and commercial customers. We test approximately 60 meters annually. Two years ago we signed a contract with M&R Services for this service. The contract will automatically renew for successive one year terms unless either party gives written notice to terminate. At the time we signed the contract M&R Services was the low bidder. The contract prices have remained the same, $105 per meter, since signing the contract. The Electric Department recommends that council approve M&R Services continuing with our meter testing in 2017 for the total price of $6,300.00.

A motion to approve Electric Department Meter Testing was made by Council Member Tonsmeire and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

2. Compact Excavator Bids – Gas Department

Gary Riggs, Gas Department Head came forward and stated City Gas requested and received eleven bids for a compact excavator. The low bid was $65,440 from Bobcat of Atlanta.

We recommend accepting the low bid and using lease pool for financing.

A motion to approve the Compact Excavator bid from Bobcat of Atlanta was made by Council Member Stepp and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

3. N. Erwin Street Water Main – Phase III Connection

Bob Jones, Water Department Head came forward and stated the N. Erwin Street Water Main Phase III project will complete a replacement program of some of the oldest water pipe in our system. An additional benefit to the project will be greater feed volume to the Cassville Road area. Mr. Jones stated the Phase III Connection should enhance feed volume to the 10 inch connection on Goodyear Avenue which supplies virtually all of Cassville Road north of the railroad underpass at ATCO.

A total of seven bids were received for the project and publicly opened and after evaluation of all bids, the design engineering firm Sweitzer Engineering recommends award to Georgia Development Partners in the amount of $395,364.80. Mr. Jones stated he agreed with their recommendation and requests your approval. This is a budgeted project.

A motion to approve the N. Erwin Street Water Main Phase III was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

I. Grant Application/Acceptance

1. Community Development Block Grant Application Resolution

Mr. Jones stated this resolution authorizes the Mayor to apply for a Community Development Block Grant. The funds, if approved, will be used to partially fund the first of a multiphase plan for replacing water mains in the ATCO Village area. Many of these water lines are original to the village and date back to 1910. The total cost for this phase is estimated to be $1,200,000 depending on the final route and design. Mr. Jones stated he recommends approval the resolution for the purpose of funding this project.

A motion to approve the Community Development Block Grant Application Resolution was made by Council Member Wren and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

CITY OF CARTERSVILLE

FY2017 CDBG APPLICATION

RESOLUTION 05-17

WHEREAS, the Georgia Department of Community Affairs has established the Community Development Block Grant program to assist cities and counties with improvements to public facilities, economic development, and housing in Georgia, and

WHEREAS, there exists in the City of Cartersville a need to provide water improvements in the City's FY2017 CDBG Target Area,

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council that the City supports the application for FY2017 CDBG funds and that the City will apply for these funds for water improvements in the City's FY2017 CDBG Target Area. The City commits to the required cash match for the project, $1,000 cash for the required audits and all additional cash and/or in-kind services needed to complete the project over the grant amount.

BE IT FURTHER RESOLVED that the Mayor is authorized and directed to act as the official representative of the City, to act in connection with the application, to be responsible for compliance with the applicable state and federal requirements of the program, and to provide such additional information as may be required;

BE IT FURTHER RESOLVED that the Mayor is authorized to enter into agreements for engineering and grant administration services relating to the application and subsequent grant (if funded) and to execute the application and other required documents on behalf of the City including the grant award package (if funded);

BE IT FURTHER RESOLVED that the City commits to own, operate, and maintain all proposed improvements;

BE IT FURTHER RESOLVED that the City hereby adopts the Citizen Participation Plan of the Georgia Department of Community Affairs to ensure public involvement in the CDBG process;

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (Section 3) and in accordance with DCA's Section 3 Policy for Covered HUD Funded Activities, dated November 1, 2013, will to the greatest extent feasible, comply with all Section 3 requirements;

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, Section 104(b)(2) of the Housing and Community Development Act of 1974, as

amended, and Section 105(b)(3) of the National Affordable Housing Act of 1990 (NAHA). The City hereby commits to Affirmatively Furthering Fair Housing to the greatest extent feasible.

BE IT FURTHER RESOLVED that the City hereby acknowledges that the proposed project is subject to the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, Title II of the Americans with Disabilities Act of 1990 (ADA), Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (LAP), and the Architectural Barriers Act of 1968. The City hereby commits to comply with all Section 504 requirements to the greatest extent feasible.

BE IT FURTHER RESOLVED that the proposed water improvements are in conformance with the City's Comprehensive Plan and are <u>not</u> inconsistent with the City's Service Delivery Strategy;

BE IT FURTHER RESOLVED that a true and dedicated commitment has been made to the project for the successful completion of the above improvements for the citizens, especially the City's low-to-moderate income citizens;

BE IT RESOLVED this ___ day of _______________, 2017.

____
MAYOR

CERTIFICATION

I do hereby certify that the foregoing is a true and correct copy of the Resolution duly adopted by the City of Cartersville the date so stated in said Resolution. I further certify that I am the City Clerk and that said Resolution has full force and effect the ____ day of _____________, 2017.

ATTEST: **(SEAL)**

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CITY CLERK

J. Bid Award/Purchases

1. Architectural & Engineering Services for Gas Department and Other City Facilities

Dan Porta, Assistant City Manager came forward and stated the city issued a Request for Proposal for Architectural and Engineering Services for the Gas Department and Other City Facilities that are to be constructed on Old Mill Road. Four architectural engineering firms submitted proposals for this work. A seven member Review Committee reviewed the four proposals and preliminary scored the firms and had interviews with two firms to gather additional information about the companies.

The Review Committee felt that the proposal from Pond & Company was in the best interest of the city as they have all of the key personnel all under one company which should make a seamless process on getting the plans completed that will tie in the buildings, gas storage area, fueling operation and recreation pond that will serve our staff and look nice for Old Mill Road residents. Therefore, the Review Committee recommends Pond & Company as the architectural/engineering firm for the city's facilities on Old Mill Road.

Council Member Stepp made a motion to approve the contract with Pond & Company and Council Member Wren seconded the motion. Motion passed unanimously. Vote 5-0.

Council Member Tate made a motion to add 4 items to the agenda and Council Member Tonsmeire seconded the motion. Motion passed unanimously. Vote 5-0.

2. Old Mill Road Boundary & Topographical Surveys

Mr. Porta stated the City received proposals from companies to have a boundary survey of the city property on Old Mill Road and a topographic survey including all city utilities. These surveys are needed as the City proceeds forward with working with the architectural firm and contractor. Bill Smith has provided a total cost of $13,100 for both of these surveys and Mr. Porta recommend approval of this expenditure.

A motion to approve the Topographical Survey Expenditure was made by Council Member Tate and seconded by Council Member Wren. Motion carried unanimously. Vote 5-0.

K. Other

1. General Release and Indemnity Agreement

Mr. Porta stated Terry P. Jordan and Patricia S. Jordan have signed the General Release and Indemnity Agreement in the amount of $3,000.00 that was prepared by the City Attorney. This item has previously been discussed with the City Council and is ready for approval.

Motion to approve the General Release and Indemnity Agreement was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

Motion to add 4 items to the agenda was made by Council Member Tate and seconded by Council Member Tonsmeire. Motion carried unanimously. Vote 5-0.

L. Resolutions

1. Kenneth Robert Lynch

Keith Lovell, Assistant City Attorney stated there was an unfortunate accident on I75 in Emerson with injuries of all occupants. The City has received ante litem notices from the

Lynch's attorneys. After reviewing all details and facts of the incident, Mr. Lovell stated he did not believe the City was liable and recommended denying all claims.

Council Member Tate made a motion deny the alleged claim from Kenneth Robert Lynch and Council Member Tonsmeire seconded the motion. Motion carried unanimously. Vote 5-0.

RESOLUTION NO. 06-17

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

WHEREAS, on or about January 31, 2017, the City of Cartersville received an Ante Litem Notice from Montlick & Associates, P.C. concerning Mikayla Lynch's, a minor, by and through her parents, Kenneth Robert Lynch and Jasica Benton-Lynch, alleged claim against the City relating to injuries resulting from an incident which occurred on or about August 7, 2016.

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

BE IT AND IT IS HEREBY RESOLVED this ____ day of February, 2017.

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

ATTEST:

/s/______________________
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

2. Arianna Lynch

Mr. Lovell stated he recommended the denial of the alleged claim in regards to Arianna Lynch, a minor and daughter of Kenneth Robert Lynch and Jasica Benton-Lynch.

Motion to deny claim in regards to Arianna Lynch was made by Council Member Tonsmeire and seconded by Council member Tate. Motion carried unanimously. Vote 5-0.

RESOLUTION NO. 07-17

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

WHEREAS, on or about January 31, 2017, the City of Cartersville received an Ante Litem Notice from Montlick & Associates, P.C. concerning Arianna Lynch's, a minor, by and through her parents, Kenneth Robert Lynch and Jasica Benton-Lynch, alleged claim against the City relating to injuries resulting from an incident which occurred on or about August 7, 2016.

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

BE IT AND IT IS HEREBY RESOLVED this ____ day of February, 2017.

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

ATTEST:

/s/_______________________
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

3. Mikayla Lynch

Mr. Lovell stated he recommended Council deny the alleged claim in regards to Mikayla Lynch, also a minor and daughter of Kenneth Robert Lynch and Jasica Benton-Lynch.

A motion to deny claim in regards to Mikayla Lynch was made by Council Member Tonsmeire and seconded by Council Member Tate. Motion carried unanimously. Vote 5-0.

RESOLUTION NO. 08-17

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

WHEREAS, on or about January 31, 2017, the City of Cartersville received an Ante Litem Notice from Montlick & Associates, P.C. concerning Mikayla Lynch's, a minor, by and through her parents, Kenneth Robert Lynch and Jasica Benton-Lynch, alleged claim against the City relating to injuries resulting from an incident which occurred on or about August 7, 2016.

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

BE IT AND IT IS HEREBY RESOLVED this ____ day of February, 2017.

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

ATTEST:

/s/______________________
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

4. Jasica Benton-Lynch

Mr. Lovell stated he recommended Council deny the alleged claim from Jasica Benton-Lynch.

Motion to deny the alleged claim from Jasica Benton-Lynch was made by Council Member Tonsmeire and seconded by Council Member McDaniel. Motion carried unanimously. Vote 5-0.

RESOLUTION NO. 09-17

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

WHEREAS, on or about January 31, 2017, the City of Cartersville received an Ante Litem Notice from Montlick & Associates, P.C. concerning Jasica Benton-Lynch's alleged claim against the City relating to injuries resulting from an incident which occurred on or about August 7, 2016.

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

BE IT AND IT IS HEREBY RESOLVED this ____ day of February, 2017.

/s/_________________________

Matthew J. Santini, Mayor
City of Cartersville, Georgia

ATTEST:

/s/______________________
Meredith Ulmer, City Clerk
City of Cartersville, Georgia

M. Monthly Financial Statement

Tom Rhinehart, Finance Department Head came forward and compared the financial statement from December 2016 to the financial statement from December 2015. Mr. Rhinehart discussed differences in each fund and went over City's cash position report. Mr. Rhinehart also stated the City is waiting for a refund from the Georgia Municipal Association.

A motion to adjourn the meeting was made by Council Member Wren and needing no second. Motion carried unanimously. Vote ___________

Meeting Adjourned

/s/ ___________________________
Matthew J. Santini
Mayor

ATTEST:

/s/ _____________________________
Meredith Ulmer
City Clerk

City of Cartersville

City Council Meeting
3/2/2017 7:00:00 PM
Electric Vehicle Charging Station Rider

SubCategory:	First Reading of Ordinances
Department Name:	Electric
Department Summary Recomendation:	This is the first reading of the ordinance for the Electric Vehicle Charging Station Rider. This rider will allow the City to charge all electric vehicle operators who charge at a City of Cartersville – owned electric vehicle charging station. If you recall, our first charging station will be in the Kroger Marketplace Shopping Center and installation is almost complete. On the rider, the Customer will be charged an initial flat rate for the first two hours. Beginning at the start of the third hour, a consumption driven charge will apply. If a customer stays connected for an extremely long time, such as would indicate an excessively overrun time in the charging spot, the rate would escalate to a much higher rate until the daily maximum charge has been reached. Your approval of this rider is recommended.
City Manager's Remarks:	Your approval of the rate or rider for the electric charging station is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

ORDINANCE NO. _________

NOW BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CARTERSVILLE, THAT THE CITY OF CARTERSVILLE CODE OF ORDINANCES. CHAPTER 24 - UTILITIES. ARTICLE X. - ELECTRIC SYSTEM. DIVISION 6. - RESERVED IS HEREBY AMENDED BY DELETING SAID DIVISION IN ITS ENTIRETY AND REPLACING THEM WITH THE FOLLOWING:

1.

DIVISION 6. ELECTRIC VEHICLE CHARGING STATION RIDER.

Section 24-281.

(a) *Effective Date:* Bills rendered on or after January 2017.
(b) *Availability:* Available to all areas served by the City of Cartersville Electric System (CES) and subject to CES's service rules and regulations.
(c) *Applicability*: Applicable to all electric vehicle operators who charge at a CES-owned vehicle charging station.
(d) *Rate:* Customer will be charged an initial flat rate for the first two hours. Beginning at the start of the third hour, a consumption-driven charge will apply.

2.

Sections 24-282 through 24-285 Reserved.

3.

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

BE IT AND IT IS HEREBY ORDAINED

FIRST READING: ________________________
SECOND READING: ________________________

____
MATTHEW J. SANTINI, MAYOR

ATTEST: ________________________________
MERIDITH ULMER, CITY CLERK

City of Cartersville

City Council Meeting
3/2/2017 7:00:00 PM
Sheet Metal Components EIP Grant Contract

SubCategory:	Contracts/Agreements
Department Name:	Administration
Department Summary Recomendation:	Sheet Metal Components held their contractor bid opening for the EIP Grant on Friday, February 24th. C.H. Kirkpatrick Construction was the low bidder as well as the sole source bidder. This contract between Sheet Metal Components and C.H. Kirkpatrick has been reviewed by Keith since the City is the fiscal agent of the grant. I ask for your approval of this contract between Sheet Metal Components and C.H. Kirkpatrick subject to sole source approval from DCA. Contract may be reviewed in the City Clerk's office, 10 N. Public Square.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
3/2/2017 7:00:00 PM
Georgia Public Web Master Service Agreement

SubCategory:	Contracts/Agreements
Department Name:	Fiber
Department Summary Recomendation:	The Fiber Department currently serves 16 SCADA substations for Georgia Public Web (GPW) and receiving $125 per month for each site. GPW would like to add an additional site to be served. The Fiber Department can provide service to this new location and if approved will charge an installation fee and then will charge the monthly $125 fiber circuit fee. In order to formalize this fiber service, I request approval of the Master Service Agreement (attached).
City Manager's Remarks:	Your approval of this amended agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CITY OF CARTERSVILLE FIBERCOM
MASTER SERVICES AGREEMENT

THIS **MASTER SERVICES AGREEMENT** (the "Agreement") is entered into as of the **March 2, 2017** (the "Effective Date") by and between Cartersville FiberCom, a division of the City of Cartersville, whose address is 1 N. Erwin Street, Cartersville, GA 30120 and Georgia Public Web, Inc., whose address is 1470 Riveredge Parkway, Atlanta, GA 30328, ("Customer"). Cartersville FiberCom and Customer are referred to herein individually as a "Party" and collectively as the "Parties."

THE SERVICES:

Cartersville FiberCom agrees to provide, and Customer agrees to purchase, the services set forth below (collectively referred to herein as the "Services"), as more particularly described in each applicable Service Exhibit:

Fiber SCADA Circuits
To cover existing circuits and any future circuits to be added via Service Exhibits

DOCUMENTS INCORPORATED BY REFERENCE:

This Master Services Agreement is comprised of the following documents, which are attached hereto and incorporated herein by this reference:

Terms and Conditions;
The applicable Service Exhibits for the Services listed above;
Acceptable Use Policy if applicable

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE READ THIS ENTIRE AGREEMENT, INCLUDING THE TERMS AND CONDITIONS, SERVICE EXHIBITS AND OTHER DOCUMENTS REFERENCED ABOVE, AND HEREBY AGREE TO BE BOUND BY THE SAME.

City of Cartersville:	CUSTOMER: Georgia Public Web, Inc.
Accepted By: Matthew Santini	Accepted By: ___________________________
Signature: _______________________	Signature: ______________________________
Title: Mayor	Title: __________________________________

Attest By: Meredith Ulmer

Signature: _______________________

Title: City Clerk

MASTER AGREEMENT
TERMS AND CONDITIONS

1. SERVICE PROVISIONING. Cartersville FiberCom agrees to provide those Services set forth in the Service Exhibits attached hereto. Each such Service Exhibit specifies the description, rates, initial term and other terms and conditions, if any, applicable to the Services provisioned there under. To the extent that the terms and conditions of any Service Exhibit are inconsistent with these Terms and Conditions, the Service Exhibit shall control. Customer acknowledges and agrees that the Services shall be offered hereunder subject to (i) any applicable tariffs; (ii) compliance with all applicable laws and regulations; (iii) obtaining any approvals and authorization required or advisable; and (iv) continued availability of any necessary facilities and/or access lines. Customer acknowledges and agrees that Cartersville FiberCom may terminate the Services if Cartersville FiberCom determines, in its sole discretion, that continuation thereof is not permitted or advisable. The Services are provisioned by Cartersville FiberCom and/or through its affiliates, subcontractors and vendors.

2. RATES AND CHARGES; PAYMENT.

2.1 Rates and Charges. Customer shall pay Cartersville FiberCom the monthly recurring and non-recurring rates and charges set forth in each Service Exhibit. Billing will commence on the day following installation, and monthly recurring charges shall be invoiced by the City of Cartersville. Unless otherwise specifically provided for, all rates and charges shall not be eligible for discounts or waivers of any kind. Failure of Cartersville FiberCom to timely invoice Customer for any amounts due hereunder shall not be deemed a waiver by Cartersville FiberCom of its right to receive payment. Cartersville FiberCom reserves the right to condition the provision of Services on initial and continuing credit review and approval and/or reasonable assurance of payment, including, without limitation, requiring Customer to make a deposit or an advance payment before Services are furnished. If Cartersville FiberCom fails to issue an invoice to Customer within one hundred eighty (180) days of the established date with respect to any Services provided, Cartersville FiberCom waives its right to invoice Customer for those Services.

2.2 Payment. Payment in full is due within fifteen business (15) days after the bill closing date, without deduction, setoff or delay for any reason. Customer may only dispute charges by giving Cartersville FiberCom written notice thereof within fifteen (15) days of the bill closing date. Any amount not paid within such period shall be subject to an interest charge of the lesser of 10% per month or the maximum rate permitted by law. Customer shall reimburse Cartersville FiberCom for all costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments.

2.3 Taxes. The rates and charges are exclusive of any applicable taxes, and Customer shall be responsible for payment of all such taxes, as well as all applicable regulatory or governmental surcharges related thereto. If Customer is exempt from otherwise applicable taxes, Customer must submit its tax identification number and exemption certificate to Cartersville FiberCom prior to delivery of the Services.

3. TERM AND TERMINATION.

3.1 Term. The Terms and Conditions of this Master Agreement shall commence upon the Effective Date and continue in effect for as long as any Service Exhibit remains in effect, unless earlier terminated as provided herein, provided that the Mayor and City Council do not take action at a public meeting in December or January of each year to terminate or not renew this agreement. Each Service Exhibit shall commence upon installation of the Service and continue for the period of time specified in the Service Exhibit (the “Initial Term”), unless earlier terminated as provided herein. Thereafter, each Service Exhibit shall automatically renew month to month (each month period being a “Renewal Term”), unless and until either Party elects to terminate by providing written notice thereof to the other Party at least sixty (30) days prior to the end of the Initial Term or the then current Renewal Term, unless earlier terminated as provided herein. The Initial Term and any such Renewal Terms shall be collectively referred to herein as the “Term.”

3.2 Termination For Cause. If a Party fails to perform or observe any material term or condition of this Agreement and such failure is not remedied within thirty (30) days after receipt of written notice thereof from the non-breaching Party, the non-breaching Party may terminate any Service Exhibit affected by the breach, or if substantially all of the Services are affected, then the non-breaching Party may terminate this Agreement for cause and without penalty.

3.3 Additional Termination Rights. Cartersville FiberCom may immediately and without notice suspend Service and/or terminate the affected Service Exhibits in the event that Customer (i) fails to pay any amount when due within ten (10) days of written notice thereof from Cartersville FiberCom; (ii) ceases to operate as a business, makes an assignment for the benefit of creditors, or is the subject of a voluntary or involuntary petition for bankruptcy or similar proceeding; or (iii) any End User (as hereinafter defined) violates Cartersville FiberCom Acceptable Use Policy (“AUP”) or engages in any conduct that Cartersville FiberCom, in its reasonable discretion, believes may subject it or its affiliates, agents or contractors to civil or criminal litigation, claims and/or damages. If Cartersville FiberCom suspends or terminates a Service pursuant to this Section, Cartersville FiberCom may require a service re-initiation fee in order to resume Service.

Termination or suspension shall not relieve Customer of its obligation to pay all accrued but unpaid fees, nor shall it preclude Cartersville FiberCom from pursing any other rights or remedies available to it at law or in equity. As used herein, "End User" shall mean anyone who uses or accesses the services.

3.4 Early Termination Fee. In the event that any Service Exhibit or this Agreement is terminated prior to the end of the Initial Term or any Renewal Term by (i) Customer without cause, or (ii) Cartersville FiberCom pursuant to Section 3.2 or 3.3, then Cartersville FiberCom may invoice and Customer shall thereupon pay an early termination charge equal to the sum of: (a) all accrued but unpaid charges for the Services, including without limitation, non-recurring charges and any other charges accrued through the date of such termination; (b) all credits or waivers of charges applied to Customer's account from the Effective Date to the date of termination; and (c) an amount equal to all expenses and costs reasonably incurred by Cartersville Fibercom (and which have not been paid previously to Cartersville Fibercom) in installing at Customer's premises the connections, cables and related materials necessary to provide the Services to Customer.

4. CUSTOMER OBLIGATIONS.

4.1 Warranties and Representations. Customer represents and warrants that it (i) has and shall have the full right and authority to enter into this Agreement; (ii) and its End Users' use of the Services shall not violate Cartersville FiberCom's AUP; and (iii) the business for which it uses the Services is in compliance with and will continue to be in compliance with all applicable federal, state and local laws and regulations.

4.2 Indemnity. Customer agrees to defend, indemnify and hold harmless Cartersville FiberCom, its affiliates, and their employees, directors, officers, agents, representatives, contractors and suppliers from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to: (i) any breach of or default under this Agreement or the AUP by Customer or any End User; (ii) the use of the Services by Customer or End Users; (iii) any acts or omissions of Customer, End Users or Customer's agents or contractors in connection with, among other things, the installation, maintenance, presence, use or removal of equipment or software not provided by Cartersville FiberCom; and (iv) claims for infringement of any third party right arising from or related to the use of any services, equipment, software or other materials not provided by Cartersville FiberCom.

5. CONFIDENTIALITY.

5.1 Confidential Information. "Confidential Information" means (i) this Agreement and its terms; and (ii) any information that is either designated as confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as confidential. Confidential Information shall not include any information that: (i) is lawfully received by the receiving Party free of any obligation to keep it confidential; (ii) becomes generally available to the public other than by breach of this Agreement; or (iii) is independently developed by the receiving Party.

5.2 Protective Measures. Except where required by law, including, without limitation, under the Georgia Open Records Act, neither Party shall disclose the other party's Confidential Information to any third party or use such Confidential Information for any purpose other than in connection with this Agreement during the Term and for a period of three (3) years following the expiration or termination hereof. Each Party shall take reasonable measures, consistent with those taken to protect its own Confidential Information, and in no event less than commercially reasonable steps, to protect the other's Confidential Information against disclosures in violation of this Agreement. In the event disclosure of Confidential Information is required by any governmental authority, the disclosing Party shall (i) promptly advise the other Party; and (ii) seek confidential treatment of the information by such governmental authority. Since a breach of this material obligation may cause irreparable harm for which monetary damages may be inadequate, in addition to other available remedies, the non-breaching Party may seek injunctive relief for any disclosure in violation hereof.

6. Intentionally Omitted

7. FORCE MAJEURE. Neither Party shall be liable to the other for any delay, impairment or failure to perform (except for a payment obligation) due to fires, floods, epidemics, acts of God, acts or omissions of carriers, vendors or suppliers, changes in law or regulation, governmental or regulatory action, quarantine restrictions, war, acts of terrorism, labor disputes,

freight embargoes, power failures, fiber cuts or other causes beyond such Party's reasonable control (a "Force Majeure Event").

8. LIMITATION OF LIABILITY.

8.1 Exclusion of Certain Damages. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 4.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR LOSS ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

8.2 Limitation of Cartersville FiberCom's Liability. CARTERSVILLE FIBERCOM SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, END USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS. ADDITIONALLY, CARTERSVILLE FIBERCOM'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT SHALL BE LIMITED TO PROVEN DIRECT DAMAGES.

8.3 Allocation of Risk. The foregoing sets forth Customer's exclusive remedy for breach of this Agreement by Cartersville FiberCom. The provisions of this Section 8 allocate the risks between Cartersville FiberCom and Customer, and Customer hereby waives any claim that these exclusions or limitations deprive it of an adequate remedy or cause this Agreement to fail of its essential purpose.

For purposes of this Section 8, "Cartersville FiberCom" shall be defined as Cartersville FiberCom, its affiliates, and its and their employees, directors, officers, agents, representatives, contractors and suppliers, and "Customer" shall be defined as Customer, its affiliates and its and their employees, directors, officers, agents and representatives.

9. DISCLAIMER OF WARRANTIES. Cartersville FiberCom exercises no control whatsoever over the content accessible on the Internet. Customer assumes full responsibility for its and End Users' use of the Services and the Internet. EXCEPT AS SPECIFICALLY PROVIDED FOR HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CARTERSVILLE FIBERCOM SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. INSTALLATION, TESTING AND ACCEPTANCE.

10.1 Customer Responsibilities. Customer is responsible for (i) providing Cartersville FiberCom, its agents and subcontractors with access to all facilities necessary to implement the Services; and (ii) any site preparation or implementation assistance requested by Cartersville

FiberCom to include demark extension; (iii) clearly stated designated termination point / termination type; (iv) if applicable, protocol expected and any additional IP addresses needed.

10.2 Testing and Inspection and Acceptance. Customer shall inspect the Services immediately after delivery and/or installation and shall be responsible for all costs associated with testing the Services. Customer has sole responsibility for installation, testing, and operation of facilities, services and equipment other than those specifically provided by Cartersville FiberCom. Customer may request one extension of the in service date for not more than (30) calendar days. Such request should be in writing at least 10 days prior to initial in service date.

11. MAINTENANCE POLICY

Cartersville FiberCom will conduct routine scheduled maintenance quarterly and emergency maintenance as needed of its Internet Services. There will be a Three (3) day notification of all scheduled maintenance. If a mission critical maintenance situation arises, Cartersville FiberCom may be required to perform emergency maintenance at any time. During these scheduled and emergency maintenance periods, Customer's Equipment may be unable to transmit and receive data and Customer may be unable to access the Customer Equipment. Customer agrees to cooperate with Cartersville FiberCom during the scheduled and emergency maintenance periods.

12. MISCELLANEOUS.

12.1 Assignment. Customer shall not assign this Agreement in whole or in part without the express, prior written consent of Cartersville FiberCom. Any attempted assignment in violation hereof shall be void.

12.2 Notice. All notices required hereunder shall be in writing and sent by certified or registered mail, postage prepaid return receipt requested, express courier, or hand delivered and addressed to each Party at the addresses set forth in this Agreement. Notices to Cartersville FiberCom shall be sent to the attention of its managing Director.

12.3 Governing Law; Jurisdiction; Time to Bring Claims. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia without regard to its conflict of law principles. The Parties hereby consent to the exclusive jurisdiction of and venue in the Superior Court of Bartow County, Georgia with respect to any and all disputes arising out of this Agreement. Any legal action arising in connection with this Agreement must be brought within two (2) years after the cause of action arises.

12.4 No Waiver. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding on either Party unless evidenced by a written notice or amendment signed by an authorized representative of the Party to be bound. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any subsequent breach or condition, whether of like or different nature.

12.5 Severability. If any part, term or provision of this Agreement is held illegal, unenforceable or invalid, then this Agreement will be construed as if such provision were not contained herein.

12.6 Modifications Due to Conflicts. If any provision of this Agreement conflicts with any statute, tariff, rule of order or regulatory body, then, if required by law, this Agreement shall remain in effect but shall be automatically modified by such conflicting law, tariff, statute, rule, or order.

12.7 Relationship of Parties. Nothing in this Agreement shall be construed as creating a joint venture or partnership between the Parties. Neither Party has the authority to bind the other Party in any respect whatsoever.
12.8 Survival. The terms and provisions of this Agreement that should by their nature survive the termination or expiration of this Agreement shall so survive, including, but not limited to Sections 2, 3, 4, 5, 6, 8, 9 and 12.

12.9 Entire Agreement. This Agreement, together with the Service Exhibits and AUP, (if provided) constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior understandings and agreements. This Agreement may only be amended in a written agreement executed by the authorized representatives of both Parties.

12.10 Trouble Calls. Cartersville FiberCom will make every effort to respond to reported incidents as soon as possible; however, the following minimum response times will be adhered to. During normal business days (8 am to 5 pm, Monday through Friday) Cartersville FiberCom will begin troubleshooting incidents within 1 hour of reporting or notification through either direct voice contact or through voice mail on the 770-607-6230 (Data) or 770-607-1158 (Voice) trouble/help desk number. After Normal Business hours troubleshooting of emergency incidents will begin within 4 four hours of notification or next business morning for non-outage occurrence.

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") identifies certain prohibited activities and describes the responsibilities of subscribers, customers and other users (collectively, "Subscribers") of Cartersville FiberCom's networks, systems, services and products (collectively, the "Cartersville FiberCom Network and Services"). Compliance with this AUP is necessary for us to provide Subscribers with secure, reliable and productive services.

The activities and responsibilities listed herein are provided for guidance only and are not exhaustive. If a Subscriber is unsure whether any contemplated use or action is permitted, they may contact Cartersville FiberCom at 770-607-6380 or info@fibercom.org.

Customer Content. Customer acknowledges that Cartersville FiberCom exercises no control whatsoever over the content of the information passing through Customer's site(s) and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and these Rules and Regulations.

Prohibited Activities. Customer will not, and will not permit any persons ("Users") using Customer's online facilities and/or services, including, but not limited to, Customer's Web site(s) and transmission capabilities, to do any of the following ("Prohibited Activities"):

- send unsolicited commercial messages or communications in any form ("SPAM")
- engage in any activities or actions that infringe or misappropriate the intellectual property rights of others, including, but not limited to, using third party copyrighted materials without appropriate permission, using third party trademarks without appropriate permission or attribution, and using or distributing third party information protected as a trade secret information in violation of a duty of confidentiality
- engage in any activities or actions that would violate the personal privacy rights of others, including, but not limited to, collecting and distributing information about Internet users without their permission, except as permitted by applicable law
- send, post or host harassing, abusive, libelous or obscene materials or assist in any similar activities related thereto;
- intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and Internet protocol addresses
- engage in any activities or actions intended to withhold or cloak Customer's or its Users; identity or contact information
- use the Cartersville FiberCom connectivity services for any illegal purposes, in violation of any applicable laws or regulations or in violation of the rules of any other service providers, web sites, chat rooms or the like
- assist or permit any persons in engaging in any of the activities described above. If Customer becomes aware of any Prohibited Activities, Customer will use best efforts to remedy such Prohibited Activities immediately, including, if necessary, limiting or terminating User's access to Customer's online facilities

Third Party Complaint Process. Cartersville FiberCom routinely receives abuse written complaints ("Complaints") from third parties regarding Prohibited Activities allegedly being conducted by a Customer or its Users. Due to the nature of Cartersville FiberCom' business, in Cartersville FiberCom's experience, most legitimate complaints and actual Prohibited Activity is conducted by Customers and users of Cartersville FiberCom's Customers, not by Cartersville FiberCom's Customers themselves. Cartersville FiberCom requires its Customers to use policies similar to these Rules and Regulations and will work with its Customers to resolve

violations. Cartersville FiberCom will take the following actions to document and resolve each Complaint received by Cartersville FiberCom related to a Customer or its Users.
First Complaint. Upon receipt of the initial complaint from a third party regarding Prohibited Activity by a Customer or its User, Cartersville FiberCom will call, send an e-mail or letter (the "First Letter") to the complaining third party that describes Cartersville FiberCom's policies related to the Prohibited Activity and lists the contact information for the Customer and encloses a copy of the original Complaint received by Cartersville FiberCom. Cartersville FiberCom's goal is to put the complainant directly in touch with the party in the best position to remedy the problem, Cartersville FiberCom's Customer who has the relationship with the alleged violator.
Second Complaint. Upon receipt of a second complaint after the date of the First Letter related to the same or similar Prohibited Activity of Customer described in the First Letter that clearly indicates that the Prohibited Activity continued after the date of the First Letter, Cartersville FiberCom will call, send an e-mail or second letter (the "Second Letter") with a copy of the second complaint to the Customer and request that Customer respond in writing to Cartersville FiberCom with an explanation and timeline of the actions to be taken by Customer to remedy Prohibited Activity. In the event that Customer does not respond to Cartersville FiberCom's letter and remedy the Prohibited Activity within ten (10) business days, The Customer may be subject to a $500 fee to cover Cartersville FiberCom's administrative costs associated with the Prohibited Activities of Customer.

Third Complaint. Upon receipt of a third complaint after the date of the Second Letter related to the same or similar Prohibited Activity of Customer described in the Second Letter that clearly indicates that the Prohibited Activity continued after the date of the First Letter, Cartersville FiberCom will call, email or send a third and final letter (the "Third Letter") with a copy of the third complaint to the Customer and request again that the Prohibited Activity cease immediately. In the event that the Prohibited Activity does not cease within five (5) business days, Cartersville FiberCom will terminate or suspend its connectivity service to its Customer, and will only resume providing service when it receives adequate assurances that such activity will not continue. The Customer will also be subject to a $5,000 fee to cover Cartersville FiberCom's administrative costs associated with the Prohibited Activities. Cartersville FiberCom reserves the right to suspend and/or terminate a Customer's Service at any time for any material failure of Customer, its Representatives or its Users to comply with these Rules and Regulations.

SUPPLEMENTAL SERVICES
Subject to the terms and conditions set forth in the Master Services between Cartersville FiberCom and the Customer, Cartersville FiberCom may, from time to time, provide Customer with certain limited services and equipment needed and requested by Customer on a "one-off" or emergency basis ("Supplemental Services") where such services are not included within the scope of the Services purchased by Customer. Customer will be charged for all Supplemental Services provided Customer. Cartersville FiberCom has no obligation to determine the need for or provide Supplemental Services. All Supplemental Services are provided on an "as-is" basis and exclude warranties of any kind, whether express or implied.

MODIFICATION OF RULES AND REGULATIONS
Cartersville FiberCom may change these Rules and Regulations upon fifteen (15) days written notice to Customer, which notice shall be provided by posting such new Rules and Regulations.

City of Cartersville

City Council Meeting
3/2/2017 7:00:00 PM
GADOT - Letter and Supplemental Agreement

SubCategory:	Contracts/Agreements
Department Name:	Parks and Recreation
Department Summary Recomendation:	Included in this packet is the letter signed by Mayor Santini requesting the transfer of grant dollars from Pettit Creek Trail phase III (GADOT PI# 00010700) to Leake Mounds-Etowah RiverWalk Link (GADOT PI# 0008067) grant funds. A total of $1,610,000.00 in grant money will go for the completion of the Leake Mounds-Etowah RiverWalk Link. Also included in the packet is the supplemental agreement with Georgia Department of Transportation which includes the transfer of grant dollars into the Leake Mounds-Etowah RiverWalk Link trail project, requiring a minimum match of $402,500.00. I recommend authorization of mayor's signature for letter and approval of supplemental agreement with Georgia Department of Transportation.
City Manager's Remarks:	Your approval of this agreement is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

City of Cartersville

OFFICE OF THE MAYOR

February 22, 2017

Mr. Albert V. Shelby, III
State Program Delivery Engineer
Georgia Department of Transportation
One Georgia Center
600 West Peachtree NW
Atlanta, Georgia 30308

Dear Mr. Shelby:

At a recent GDOT State Transportation Board meeting, City of Cartersville's Congressional District 11 Representative Jeff Lewis requested on our behalf that funds from GDOT P.I. No. 00010700 Bartow, grant amount of $860,000 be transferred to GDOT P.I. No. 0008067. The City of Cartersville would like to formally request the transfer of these grant funds be made, so that the city can complete project 0008067, Leake Mounds Trail to Etowah Riverwalk Trail.

Please send the city any grant documents that need to be completed.

If you have any questions regarding this request, please contact Assistant City Manager, Dan Porta, at 770-387-5672.

Sincerely,

Matthew Santini
Mayor

CC: Jeff Lewis, GDOT Congressional District 11 Representative
Greg Anderson, Cartersville Parks & Recreation Director

SUPPLEMENTAL AGREEMENT NO.: 1

between

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

and the

CITY OF CARTERSVILLE

BARTOW COUNTY

P.I. #0008067

FEDERAL-AID PARTICIPATING PROJECT

SUPPLEMENTAL AGREEMENT NO. 1

This Agreement is made and entered into this ______ day of ____________________, 201___, by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter called the “DEPARTMENT” and the **City of Cartersville**, hereinafter sometime referred to as the “SPONSOR.”

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on ___________, entered into an AGREEMENT, hereinafter called the Original Contract, for the purpose of **Leake Mounds-Etowah Riverwalk Link**, hereinafter referred to as the “PROJECT;” and

WHEREAS, the parties wish to amend said Original Contract to increase the total federal contribution and extend the Time for Performance of Work on the PROJECT.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated December 23, 2016 is hereby modified as follows:

By deleting ARTICLE II, TIME OF PERFORMANCE, ARTICLE VIII, COMPENSATION AND PAYMENT, and ARTICLE IX, FINAL PAYMENT in their entirety and the following substituted in lieu thereof:

ARTICLE II
TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, and shall complete the PROJECT no later than **June 30, 2018.** **No work on any phase shall begin without a written Notice to Proceed from the DEPARTMENT. The DEPARTMENT’s Notice to Proceed with Construction must be issued within 210 days from the execution date of this contract and the SPONSOR must submit an invoice for reimbursement within 270 days of the execution date of this contract or the contract is terminated without further notice and the funds will be de-obligated.**

The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment hereto.

ARTICLE VIII
COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6, and not prohibited by the Laws of the State of Georgia.

It is understood that the PROJECT is being developed under the guidance of the Innovative Financing Procedures as agreed to by the SPONSOR and as set forth in the executed Memorandum of Understanding, herein after referred to as the MOU, executed by the Parties on 7/14/2006 and on file with the DEPARTMENT. The Innovative Financing Procedures allow the SPONSOR to initiate Preliminary

Engineering and Right-of-Way acquisition and apply allowable expenditures for these Phases toward the required Twenty Percent (20%) Local Match. Per the MOU the SPONSOR is responsible for 100% of Preliminary Engineering and Right-of-Way acquisition.

The estimated cost of the project is **Two Million Twelve Thousand Five Hundred** and No/100 Dollars (**$2,012,500.00**). The DEPARTMENT shall reimburse the Sponsor up to eighty percent (80%) of the total cost of all eligible project expenses not to exceed the federal contribution. The SPONSOR shall be responsible for all cost exceeding the DEPARTMENT's contribution but shall contribute a minimum of twenty percent (20%).

	Federal	Local	Total
Construction	**$1,610,000**	**$402,500**	**$2,012,500**

The total federal contribution for this PROJECT is **One Million Six Hundred Ten Thousand** and No/100 Dollars (**$1,610,000**) and is the maximum amount of the DEPARTMENT's obligation. The SPONSOR shall be solely responsible for any and all amounts in excess of the maximum amount of the DEPARTMENT's obligation.

Federal funds may not be used to reimburse costs incurred by SPONSORS prior to the date construction funds are authorized. The DEPARTMENT will reimburse the SPONSOR for construction expenditures that occur after FHWA funds authorization. Eligible expenditures may include payment to construction contractors, testing, Construction Engineering and Inspection, construction administration and pre-approved Force Account payments to SPONSORs. The PROJECT's total reimbursement cannot exceed the total construction expenditures or the total federal contribution.

Prior to award of the project the SPONSOR shall submit to the DEPARTMENT its written recommendation for award including a bid tabulation, the low bidder's Disadvantaged Business Enterprise (herein after referred to as "DBE") goal sheet, and the SPONSOR's cost estimate. The DEPARTMENT will review the information and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, then a written Notice to Proceed with Construction, herein after referred to as NTP, will be issued. No work shall begin until this NTP has been issued. Once the NTP is issued by the DEPARTMENT, the SPONSOR will provide the DEPARTMENT with the following: PROJECT PLANS, prime construction contract, all sub-contracts, Notice to Award, and Sponsor's NTP for construction to the prime contractor. A pre-construction meeting will be held with all parties.

The SPONSOR shall coordinate construction activities with the DEPARTMENT's Area Engineer. In the event the SPONSOR, or Area Engineer recommend changes representing a fundamental departure from the PROJECT's approved WORK PLAN, the changes shall be reviewed by the DEPARTMENT's Project Manager. If the changes are approved, the DEPARTMENT's Project Manager shall prepare a supplemental agreement to amend the AGREEMENT's Exhibit A.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress including: monthly status reports, invoices, DBE reports, etc.; further work to be done and any problems encountered or anticipated. Payment shall be made monthly on the basis of calendar months, in proportion to the percentage of work completed for each phase of work and after approval of a certified voucher from the SPONSOR. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last day of that month. The vouchers shall be numbered consecutively and submitted each month until work on the PROJECT is completed.

Payment shall be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR and shall be the basis for final payment. The final invoice shall include all eligible costs incurred by the SPONSOR for Administration, Preliminary Engineering, Right of Way, and Construction. Final payment will be made at eighty (80) percent of the final invoice, less previous partial payments, amount not to exceed the total federal contribution or the total construction expenditures.

Expense for travel will be an allowable expense for the SPONSOR under this AGREEMENT; however, travel will be limited to charges that are directly attributable to the project. In addition, no travel expenses will be allowed for out of state travel.

Should the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, terminate the work under this agreement, the SPONSOR shall be paid for the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR and provided construction funds were authorized and eligible construction expenditures occurred.

ARTICLE IX
FINAL PAYMENT

IT IS FURTHER AGREED that upon completion and acceptance of the work by the SPONSOR, the SPONSOR shall submit to the DEPARTMENT ***the "Sponsor's Certification of Final Acceptance*"** **form, Final DBE Report with proofs of payment, Sponsor's Material Certification form with the approved Materials Quality Assurance Form, Sponsor's Statement of Final Project Expenditures with proof of payment, and any other project documentation required to satisfy the requirements of the Environmental Commitments Table** with the final invoice. The DEPARTMENT shall process the final invoice report initiating the DEPARTMENT's project close-out procedures. Whereupon the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in ARTICLE VIII, herein, and consistent with all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with the same.

The SPONSOR shall allow the examination and verification of costs by the DEPARTMENT's representatives, in accordance with the provisions of Article XII, herein. If the DEPARTMENT's examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

Except as modified, changed, or amended, all terms and conditions of the Original Contract dated **December 23, 2016,** shall remain in full force and effect.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

____
Commissioner (SEAL)

ATTEST:

____
Treasurer

CITY OF CARTERSVILLE

____
Mayor

____
Witness

Signed, Sealed & Delivered

This _____Day of ________________, 201___.
in the presence of:

____

NOTARY PUBLIC

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

____

____
Federal Employer Tax No.

Georgia Department of Transportation

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Cartersville
Solicitation/Contract No./ Call No. or Project Description:	PI# 0008067, Bartow County, Leake Mounds-Etowah Riverwalk Link

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation 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 contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

____
Federal Work Authorization User Identification Number
(EEV / E-Verify User Identification Number)

____
Date of Authorization

____
Name of Contractor

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

____
Printed Name (of Authorized Officer or Agent of Contractor)

____
Title (of Authorized Officer or Agent of Contractor)

____
Signature (of Authorized Officer or Agent)

____
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____ DAY OF ______________________, 20____

____
Notary Public

[NOTARY SEAL]

My Commission Expires: ___________________

City of Cartersville

City Council Meeting
3/2/2017 7:00:00 PM
Construction Leake Mounds-Etowah River Walk Link Trail

SubCategory:	Bid Award/Purchases
Department Name:	Parks and Recreation
Department Summary Recomendation:	Bids were legally advertised for the construction of the Leake Mounds-Etowah RiverWalk Link trail. The 1.7-mile trail project is being funding by the GADOT Transportation Enhancement Grant. The City's consultant, Southland Engineering, has reviewed the bids and has been in contact with GADOT and their consultant Mooreland-Altobelli for direction on the bids. 5-bids were received and ranged from $3,697,545.52 to the second low bid of $2,319,253.77. I recommend our consultant's recommendation of Lewallen Construction for Base Bid, Alternate #1 and Alternate #2 for a total bid amount of $2,153,462.80 for the construction of the Leake Mounds-Etowah RiverWalk Link trail project. City's financial responsibility after the $1,610,000.00 grant award will be $543,462.80 which is within budget in the GO bond project list. The Lewallen Construction bid was also review by the City attorney.
City Manager's Remarks:	Your approval of the trail bid from Lewallen is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

BID PROPOSAL

Place Submitted Cartersville, Georgia
Date 01/27/2017

Proposal of Lewallen Construction Company, Inc. *(hereinafter called "Bidder")* a contractor organized and existing under the laws of the City of Marietta State of Georgia and County of Cobb, * an individual, a corporation, or a partnership doing business as Lewallen Construction Company, Inc.

TO: City of Cartersville, GEORGIA
(Hereinafter called "Owner")

Gentlemen:

The Bidder in compliance with your invitation for bids for the construction of **Cartersville Leake Mounds Trail – Etowah Riverwalk Link** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under this contract, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 270 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages as per Section 108.08 of the GDOT Standard specifications. The Bidder shall pay the Owner liquidated damages in this amount for failure or delay in completing the work within the allowable time provided,

Bidder acknowledges receipt of the following addenda:
Addendum 1, 2, 3, + 4 as well as RFI 1 + 2

*Strike out inapplicable terms

Schedule of Bid Items

LEAKE MOUNDS TRAIL-ETOWAH RIVERWALK LINK – CARTERSVILLE RECREATION DEPARTMENT

BID PROPOSAL						
ALTERNATE 2*						
ITEM NO.	GDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
LEAK MOUNDS TRAIL – ETOWAH RIVERWALK LINK ROADWAY ITEMS						
005	150-1000	TRAFFIC CONTROL -	LS	LS	$ 3,585.90	$ 3,585.90
015	210-0100	GRADING COMPLETE -	LS	LS	$ 211,425.36	$ 211,425.36
025	310-1101	GR AGGR BASE CRS, INCL MATL	TN	1252.00	$ 27.40	$ 34,304.80
030	318-3000	AGGR SURF CRS	TN	40.00	$ 27.40	$ 1,096.00
035	402-3100	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	TN	39.00	$ 122.59	$ 4,781.01
040	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL & H LIME	TN	52.00	$ 106.47	$ 5,536.44
045	413-1000	BITUM TACK COAT	GL	17.00	$ 12.60	$ 214.20
046	439-0208	PERVIOUS CONCRETE PVMT, 4 IN THK	SY	2300.00	$ 51.12	$ 117,576.00
050	430-0160	PLAIN PC CONC PVMT,CL1 CONC,6 IN THK	SY	3495.00	$ 33.96	$ 118,690.20
055	441-0104	CONC SIDEWALK, 4 IN	SY	82.00	$ 28.05	$ 2,300.10
056	441-6012	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	LF	355.00	$ 18.76	$ 6,659.80
060	515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	LF	191.00	$ 31.46	$ 6,008.86
065	550-1180	STORM DRAIN PIPE, 18 IN, H 1- 10	LF	74.00	$ 37.68	$ 2,788.32
070	550-4218	FLARED END SECTION 18 IN, STORM DRAIN	EA	4.00	$ 578.34	$ 2,313.36
075	610-1055	REM GUARDRAIL	LF	42.00	$ 26.72	$ 1,122.24
080	641-5001	GUARDRAIL ANCHORAGE, TP 1	EA	1.00	$ 1,878.66	$ 1,878.66
085	641-5012	GUARDRAIL ANCHORAGE, TP 12	EA	2.00	$ 4,548.60	$ 9,097.20
090	754-4000	WASTE RECEPTACLE UNIT	EA	2.00	$ 1,084.36	$ 2,168.72
095	754-5000	BENCH	EA	2.00	$ 814.72	$ 1,629.44
100	900-0526	BOLLARDS - REMOVABLE	EA	3.00	$ 1,138.29	$ 3,414.87
105	900-0526	BOLLARDS	EA	6.00	$ 632.71	$ 3,796.26
110	900-6000	WHEEL STOPS	EA	2.00	$ 94.50	$ 189.00

120						
		PERMANENT EROSION CONTROL ITEMS				
155	603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	SY	89.00	$ 40.13	$ 3,571.57
160	603-7000	PLASTIC FILTER FABRIC	SY	2389.00	$ 1.43	$ 3,416.27
165	700-6910	PERMANENT GRASSING	AC	4.55	$ 1,890.00	$ 8,599.50
170	700-7000	AGRICULTURAL LIME	TN	6.83	$ 516.60	$ 3,528.38
175	700-8000	FERTILIZER MIXED GRADE	TN	3.81	$ 907.20	$ 3,456.43
180	700-8100	FERTILIZER NITROGEN CONTENT	LB	341.00	$ 10.08	$ 3,437.28
185	700-9300	SOD	SY	50.00	$ 11.34	$ 567.00
190	716-2000	EROSION CONTROL MATS, SLOPES	SY	492.00	$ 1.26	$ 619.92
		TEMPORARY EROSION CONTROL ITEMS				
205	163-0232	TEMPORARY GRASSING	AC	2.28	$ 1,134.00	$ 2,585.52
210	163-0240	MULCH	TN	62.00	$ 378.00	$ 23,436.00
220	163-0300	CONSTRUCTION EXIT	EA	1.00	$ 1,449.00	$ 1,449.00
240	163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	EA	6.00	$ 239.40	$ 1,436.40
245	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	2.00	$ 119.70	$ 239.40
250	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	5387.00	$ 0.28	$ 1,508.36
265	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	90.00	$ 23.94	$ 2,154.60
270	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	2.00	$ 362.25	$ 724.50
280	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	1.00	$ 29.93	$ 29.93
285	167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	1.00	$ 31.50	$ 31.50
290	167-1500	WATER QUALITY INSPECTIONS	MO	5.00	$ 567.00	$ 2,835.00
295	171-0030	TEMPORARY SILT FENCE, TYPE C	LF	10733.00	$ 2.71	$ 29,086.43
300	643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	2497.00	$ 1.08	$ 2,696.76
		SIGNING & MARKING ITEMS				
301	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	2.25	$ 32.13	$ 72.29
305	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	35.88	$ 29.02	$ 1,041.24

Item # 6

306	636-1050	SPECIAL TRAIL SIGN	EA	1.00	$ 151.20	$ 151.20
310	636-2070	GALV STEEL POSTS, TP 7	LF	112.00	$ 8.98	$ 1,005.76
315	636-3005	INSTALLATION OF SIGNS	EA	2.00	$ 63.00	$ 126.00
316	636-5200	SPECIAL TRAIL MILEPOST	EA	1.00	$ 94.50	$ 94.50
317	652-0095	PAVEMENT MARKING, HANDICAP SYMBOL	EA	2.00	$ 37.40	$ 74.80
320	652-0110	PAVEMENT MARKING, ARROW, TP 1	EA	5.00	$ 26.72	$ 133.60
321	652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE	LF	539.00	$ 0.33	$ 177.87
322	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	3121.00	$ 0.33	$ 1,029.93
325	652-5801	SOLID TRAF STRIPE, 8 IN, WHITE	LF	90.00	$ 0.53	$ 47.70
330	652-9001	TRAFFIC STRIPE, WHITE	SY	121.00	$ 1.89	$ 228.69
331	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	320.00	$ 4.93	$ 1,577.60
340	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	15.00	$ 8.19	$ 122.85
345						
TESTING ALLOWANCE						
350		TESTING OF MATERIALS – CONSULTNT CONTRACT	LS	LS	$ 1,260.00	$ 1,260.00
Subtotal						
TOTAL COST NUMERIALS:						**$ 643,130.52**
TOTAL COST WORDS: Six Hundred Forty Three Thousand One Hundred Thirty Dollars and Fifty Two Cents						

***NOTE: ALL ITEMS AND EQUIPMENT ASSOCIATED WITH THE INSTALLATION, MATERIALS AND WORKMANSHIP. UNLESS SPECIFIED AS AN INDIVIDUAL COMPONENT.

Item # 6

BID PROPOSAL
ALTERNATE 1 **

ITEM NO.	GDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
		LEAK MOUNDS TRAIL – ETOWAH RIVERWALK LINK ROADWAY ITEMS				
355	150-1000	TRAFFIC CONTROL -	LS	LS	$ 1,971.84	$ 1,971.84
360	210-0100	GRADING COMPLETE -	LS	LS	$ 69,989.22	$ 69,989.22
365	318-3000	AGGR SURF CRS	TN	20.00	$ 37.34	$ 746.80
		PERMANENT EROSION CONTROL ITEMS				
370	603-2024	STN DUMPED RIP RAP, TP 1, 24 IN	SY	241.00	$ 54.75	$ 13,194.75
375	603-7000	PLASTIC FILTER FABRIC	SY	241.00	$ 1.43	$ 344.63
380	700-6910	PERMANENT GRASSING	AC	0.20	$ 1,890.00	$ 378.00
385	700-7000	AGRICULTURAL LIME	TN	0.29	$ 516.60	$ 149.81
390	700-8000	FERTILIZER MIXED GRADE	TN	0.14	$ 907.20	$ 127.01
395	700-8100	FERTILIZER NITROGEN CONTENT	LB	15.00	$ 10.08	$ 151.20
400	716-2000	EROSION CONTROL MATS, SLOPES	SY	5.00	$ 1.26	$ 6.30
		TEMPORARY EROSION CONTROL ITEMS				
405	163-0232	TEMPORARY GRASSING	AC	0.10	$ 1,134.00	$ 113.40
410	163-0240	MULCH	TN	3.00	$ 378.00	$ 1,134.00
415	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	233.00	$ 0.28	$ 65.24
420	171-0030	TEMPORARY SILT FENCE, TYPE C	LF	507.00	$ 2.71	$ 1,373.97
		SIGNING & MARKING ITEMS				
425	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	9.00	$ 32.13	$ 289.17
430	636-2070	GALV STEEL POSTS, TP 7	LF	33.00	$ 8.98	$ 296.34
		BRIDGE NO. 1				
435	543-1000	PEDESTRIAN OVEPASS BRIDGE STA 134+00	LS	LS	$ 389,235.28	$ 389,235.28
		BOARDWALK				
440	502-5000	BOARDWALK COMPLETE	LS	LS	$ 165,246.43	$ 165,246.43

Item # 6

MATERAILS TESTIMG ALLOWANCE						
445		TESTING OF MATERIALS _ CONSULTANT CONTRACT	LS	LS	$ 1,260.00	$ 1,260.00
				Subtotal		
TOTAL COST NUMERIALS:			$			**646,073.39**
TOTAL COST WORDS:		**Six Hundred Forty Six Thousand Seventy Three Dollars and Thirty Nine Cents**				

BID PROPOSAL BASE BID***						
ITEM NO.	**GDOT ITEM NO.**	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT COST**	**TOTAL COST**
LEAK MOUNDS TRAIL – ETOWAH RIVERWALK LINK ROADWAY ITEMS						
450	150-1000	TRAFFIC CONTROL -	LS	LS	$ 12,463.07	$ 12,463.07
455	210-0100	GRADING COMPLETE -	LS	LS	$ 147,276.44	$ 147,276.44
460	310-1101	GR AGGR BASE CRS, INCL MATL	TN	2,811.00	$ 27.40	$ 77,021.40
465	318-3000	AGGR SURF CRS	TN	40.00	$ 27.40	$ 1,096.00
470	402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	359.00	$ 126.28	$ 45,334.52
475	402-3100	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	TN	757	$ 122.59	$ 92,800.63
480	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL & H LIME	TN	1,054	$ 106.47	$ 112,219.38
485	413-1000	BITUM TACK COAT	GL	304.00	$ 12.60	$ 3,830.40
486	439-0508	PERVIOUS CONCRETE PVMT, 4 IN THK	SY	682.00	$ 51.12	$ 34,863.84
490	441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	192.00	$ 20.02	$ 3,843.84
495	500-3200	CLASS B CONCRETE	CY	57.08	$ 1,823.40	$ 104,079.67
500	500-3800	CLASS A CONCRETE, INCL REINF STEEL	CY	9.18	$ 1,258.54	$ 11,553.40
510	515-2020	GALV STEEL PIPE HANDRAIL, 2 IN, ROUND	LF	854.00	$ 34.74	$ 29,667.96

515	550-1180	STORM DRAIN PIPE, 18 IN, H 1- 10	LF	307.00	$	37.68	$	11,567.76
520	550-4218	FLARED END SECTION 18 IN, STORM DRAIN	EA	11.00	$	578.34	$	6,361.74
525	610-6520	REM HIGHWAY SIGN, SPCL ROADSIDE	EA	3.00	$	63.00	$	189.00
530	611-5360	RESET HIGHWAY SIGN	EA	3.00	$	63.00	$	189.00
535	668-1100	CATCH BASIN, GP 1	EA	1.00	$	3,496.50	$	3,496.50
540	754-4000	WASTE RECEPTACLE UNIT	EA	1.00	$	1,084.36	$	1,084.36
545	754-5000	BENCH	EA	1.00	$	814.72	$	814.72
550	900-0526	BOLLARDS - REMOVABLE	EA	4.00	$	1,138.29	$	4,553.16
555	900-0526	BOLLARDS	EA	8.00	$	632.71	$	5,061.68
PERMANENT EROSION CONTROL ITEMS								
560	603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	SY	70.00	$	44.09	$	3,086.30
565	603-7000	PLASTIC FILTER FABRIC	SY	752	$	1.43	$	1,075.36
570	700-6910	PERMANENT GRASSING	AC	2.59	$	1,890.00	$	4,895.10
575	700-7000	AGRICULTURAL LIME	TN	3.89	$	516.60	$	2,009.57
580	700-8000	FERTILIZER MIXED GRADE	TN	1.81	$	907.20	$	1,642.03
585	700-8100	FERTILIZER NITROGEN CONTENT	LB	195.00	$	10.08	$	1,965.60
590	700-9300	SOD	SY	50.00	$	11.34	$	567.00
595	716-2000	EROSION CONTROL MATS, SLOPES	SY	272.00	$	1.26	$	342.72
TEMPORARY EROSION CONTROL ITEMS								
600	163-0232	TEMPORARY GRASSING	AC	1.29	$	1,134.00	$	1,462.86
605	163-0240	MULCH	TN	35.00	$	378.00	$	13,230.00
610	163-0300	CONSTRUCTION EXIT	EA	4.00	$	1,449.00	$	5,796.00
615	163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	EA	1.00	$	239.40	$	239.40
620	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	5.00	$	119.70	$	598.50
625	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	4,956.50	$	0.28	$	1,387.82
630	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	LF	15.00	$	23.94	$	359.10
635	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	EA	8.00	$	362.25	$	2,898.00
640	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	2.50	$	29.93	$	74.83

Item # 6

645	167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	1.00	$ 31.50	$ 31.50
650	167-1500	WATER QUALITY INSPECTIONS	MO	4.00	$ 567.00	$ 2,268.00
655	171-0030	TEMPORARY SILT FENCE, TYPE C	LF	9,913.00	$ 2.71	$ 26,864.23
660	643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	2,725.00	$ 1.08	$ 2,943.00
		SIGNING & MARKING ITEMS				
665	635-1000	BARRICADES	LF	48.00	$ 82.14	$ 3,942.72
670	636-1020	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 3	SF	60.50	$ 32.13	$ 1,943.87
675	636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	175.63	$ 29.02	$ 5,096.78
680	636-1050	SPECIAL TRAIL SIGN	EA	1.00	$ 151.20	$ 151.20
685	636-2070	GALV STEEL POSTS, TP 7	LF	439.00	$ 8.98	$ 3,942.22
690	636-2090	GALV STEEL POSTS, TP 9	LF	84.00	$ 10.53	$ 884.52
695	636-5200	SPECIAL TRAIL MILEPOST	EA	3.00	$ 31.50	$ 94.50
700	652-5452	SOLID TRAFFIC STRIPE, 5 IN, YELLOW	LF	5,079.00	$ 0.33	$ 1,676.07
705	652-5801	SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,870.00	$ 0.53	$ 991.10
710	653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	478.00	$ 4.93	$ 2,356.54
715	653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	111.00	$ 8.19	$ 909.09
		BOARDWALK				
720	502-5000	BOARDWALK COMPLETE	LS	LS	$ 43,578.69	$ 43,578.69
		MATERAILS TESTING ALLOWANCE				
725		TESTING OF MATERIALS _ CONSULTANT CONTRACT	LS	LS	$ 1,260.00	$ 1,260.00
		UTILITIES				
730	611-8140	ADJUST WATER VALVE BOX TO GRADE	EA	4.00	$ 359.10	$ 1,436.40
735	611-8050	ADJUST MANHOLE TO GRADE	EA	3.00	$ 2,173.50	$ 6,520.50
740	670-1060	WATER MAIN, 6 IN	LF	20.00	$ 49.14	$ 982.80
745	670-4000	FIRE HYDRANT	EA	1.00	$ 2,646.00	$ 2,646.00
750	670-9720	RELOCATE EXIST WATER VALVE, INCL BOX	EA	1.00	$ 756.00	$ 756.00
755	670-9730	RELOCATE EXIST WATER METER, INCL BOX	EA	3.00	$ 504.00	$ 1,512.00
760	670-9920	REMOVE EXISTING FIRE HYDRANT	EA	1	$ 472.50	$ 472.50

Item # 6

	Subtotal	
TOTAL COST NUMERIALS:	$	864,258.89
TOTAL COST WORDS:	Eight Hundred Sixty Four Thousand Two Hundred Fifty Eight Dollars and Eighty Eight Cents	
GRAND TOTAL COST NUMERIALS BASE BID - ALTERNATE 1-ALTERNATE 2	$	2,153,462.80
GRAND TOTAL COST WORDS: BASE BID - ALTERNATE 1-ALTERNATE 2	Two Million One Hundred Fifty Three Thousand Four Hundred Sixty Two Dollars and Seventy Nine Cents	

Notes:

* **Alternate 2** - Station 100+00 to Station 131+20.47
** **Alternate 1** - Station 131+20.47 to Station 135+25
*** **Base Bid** - Station 135+25 to Station 190+14.15

Item # 6

BID PROPOSAL
(Continued)

Total amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. It is the intent to include all items necessary to provide complete construction as indicated on the construction plans. Payment shall be by the units specified in the bid proposal.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The undersigned further agrees that, in case of failure on his part to execute said contract and bond within ten *(10)* days after the award thereof, the check or bond accompanying his/her bid and the money payable thereon shall become the property of the Owner; otherwise, the check or bond accompanying this proposal shall be returned to the Bidder.

The Bidder declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in the quantities and that actual quantities will be determined upon completion of work, at which time adjustment will be made to the contract amount by direct increase or decrease.

Attached hereto is a bid bond or certified check on the ____________ of ____________ in the amount of ___5%___ according to conditions under "Information for Bidders" and the provisions therein.

The full name and residence of persons or parties interested in the foregoing bids, as principals, are named as follows:

Peggy Lewallen- 151 Bells Ferry Lane, Marietta, GA 30066

Larry Lewallen- 151 Bells Ferry Lane, Marietta, GA 30066

BID PROPOSAL
(Continued)

BIDDER: Lewallen Construction Company, Inc.

The 18th day of January, 2017

By: [signature]
NAME SIGNED

Peggy Lewallen
NAME PRINTED

Title: President

Address: 151 Bells Ferry Lane

Marietta, GA 30066

Phone: 770-426-6667

Attest: [signature]
NAME SIGNED

Larry Lewallen- Secretary
NAME PRINTED

City of Cartersville

City Council Meeting
3/2/2017 7:00:00 PM
Oak Hill Cemetery Landscaping Contract

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recomendation:	We solicited bids for the Landscape Maintenance Contract for Oak Hill Cemetery and opened four bids. The low bidder is Full Circle Concrete Construction, LLC of Cartersville for $3,575 per mowing cycle. We recommend approval of the low bidder.
City Manager's Remarks:	Your approval of the bid from Full Circle is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	Proper Immigration Documents and Insurance Certificates are on file.

Bid Tabulations		
Cemetery Mowing Contract		
	Company	UNIT PRICE
		PER EVENT
	NGL Groom Control	$4,000.00
	Family Scapes	$3,750.00
	Tidwell Lawn Care	$4,200.00
	Full Circle	$3,575.00
	White River Landscaping - unopened	
	did not met pre-bid requirements	
	Big Breeze Landscaping, LLC - unopened	
	did not met pre-bid requirements	

City of Cartersville

City Council Meeting
3/2/2017 7:00:00 PM
Automated Side Loader Garbage Truck Arm Maintenance

SubCategory:	Bid Award/Purchases
Department Name:	Public Works
Department Summary Recomendation:	Solid Waste seeks your approval of maintenance and repairs on the ASL Garbage Truck Arm. The total for the repair is $7,921.80 from CES, Inc. CES is the company that we purchased the truck from and they have the expertise in rebuilding the arm for maximum life. We have the funds budgeted for solid waste vehicle maintenance.
City Manager's Remarks:	Your approval of this needed maintenance for the garbage loader is recommended.
Financial/Budget Certification:	This is a budgeted item.
Legal:	
Associated Information:	

City of Cartersville

City Council Meeting
3/2/2017 7:00:00 PM
Seven Self-contained Breathing Apparatus (SCBA) Air Cylinders

SubCategory:	Bid Award/Purchases
Department Name:	Fire
Department Summary Recomendation:	Respectfully request permission to purchase seven (7) self-contained breathing apparatus (SCBA) air cylinders. These bottles will replace those which have reached the end of their ten year life cycle per NFPA and DOT specifications. These bottles are brand specific SCOTT 45 minute-4500 psi through American Safety and Fire. Price per bottle is $970.00 for a total price of $6,790.00 to include all shipping and handling fees. This is a budgeted item and this project falls below our budgeted amount. This will be charged to account 100-2400-53-1133.
City Manager's Remarks:	Your approval of this SCBA purchase is recommended.
Financial/Budget Certification:	
Legal:	N/A
Associated Information:	N/A

AMERICAN SAFETY & FIRE HOUSE, INC.
3848 OAKCLIFF INDUSTRIAL COURT
DORAVILLE, GA 30340

(770) 441-3473 (800) 472-2152 (770) 441-0489 (fax)

CARTERSVILLE FIRE DEPT
ATTN: MARK BAGLEY

JANUARY 27, 2017

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR THE EQUIPMENT YOU REQUESTED:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
7	SCOTT CYLINDER & VALVE ASSEMBLY 45 MINUTE, 4500 PSI, P/N 804722-01		
	IF ORDERED PRIOR TO 1/31/17	$935.00	$6,545.00
	IF ORDERED AFTER 1/31/17	$970.00	$6,790.00

TERMS: NET 30 DAYS
FOB: DESTINATION (NO FREIGHT CHARGES)

THANK YOU FOR THE OPPORTUNITY TO OFFER THIS QUOTATION AND IF YOU HAVE
ANY QUESTIONS, DO NOT HESITATE TO CALL,

AMERICAN SAFETY & FIRE HOUSE, INC.

NEAL WHATLEY

City of Cartersville

City Council Meeting
3/2/2017 7:00:00 PM
D&C Material Restock

SubCategory:	Bid Award/Purchases
Department Name:	Water Department
Department Summary Recomendation:	Bids were requested for various restock items needed to replenish inventory in the Distribution and Collection warehouse. The items include meter boxes, pipe fittings, valves and valve boxes. Bids were received from the following: · HD Supply Waterworks $7,636.15 · Kendall Supply $8,650.75 · Fortiline Waterworks $8,720.20 I recommend approval of the HD Waterworks bid in the amount of $7,636.15. These items will be paid through accounts 505.3320.52.2380 – Maintenance to Mains and 505.3320.52.2390 – Maintenance to Meters and Settings.
City Manager's Remarks:	Your approval of the low bid from HD Waterworks is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

HD SUPPLY WATERWORKS

Bid Proposal for CARTERSVILLE STOCK

CARTERSVILLE, CITY OF
Bid Date: 02/01/2017
HD Supply Bid #: 243501

HD Supply Waterworks
2111 Moon Station Dr
Kennesaw, GA 30144
Phone: 770-423-0583
Fax: 770-425-8897

Seq#	Qty	Description	Units	Price	Ext Price
10	1000	3/4X100' CTS PE TUBING 200PSI PE3408 NSF SDR-9 D2737	FT	0.19	190.00
20	6	MH 402128 4-1/2 TRAFFIC REP KIT	EA	86.00	516.00
30	36	6 MJ REGULAR ACC SET L/GLAND	EA	7.40	266.40
40	25	562-S VLV BOX W/LID M/WATER	EA	34.75	868.75
50	6	6 MJ L/P SLEEVE(I) CP DI C153	EA	67.00	402.00
60	6	6 MJ 90 BEND(I) CP DI C153	EA	42.00	252.00
70	6	INFACT 8X6 MJXMJ FLEX REDUCER	EA	171.00	1,026.00
80	200	CI LID F/PLAS METER BOX3	EA	7.60	1,520.00
90	24	CONCRETE VALVE MARKERS	EA	10.00	240.00
100	36	3/4 STD GALV 90 BEND	EA	0.75	27.00
110	24	525-019000-003 1-1/2 COMP CPLG GALV 1.90 OD	EA	13.50	324.00
120	12	B11-777NL 2 BALL CURB FIPT (NO LEAD)	EA	167.00	2,004.00
				Sub Total	7,636.15
				Tax	0.00
				Total	**7,636.15**

Kendall SUPPLY

WAREHOUSE: 4147 JILES ROAD
KENNESAW, GA 30144
PH: 678-626-3115 OR 678-626-3110 FX: 678-626-3101

Quotation #	0130TM
Date:	01/30/17

Customer	CITY OF CARTERSVILLE				
Address					
City	CARTERSVILLE	State	GA	Zip	
Phone		Fax			
Attention:	TERRY JORDAN				

Job Name	
Sales Rep.	T MARTIN
FOB	DEST
Delivery	
Expires	02/28/17

Qty	Item # / Description	Unit Price	TOTAL
1000	¾ X 100 POLY TUBING	$0.24	$240.00
6	4.5 MH TRAFFIC KITS	$89.50	$537.00
36	6" MJ BOLT & GASKET KIT	$8.50	$306.00
25	562-S VALVE BOXES	$35.75	$893.75
6	6 X 12 MJ SOLID SLEEVE	$43.50	$261.00
6	6" MJ 90 BEND	$46.25	$277.50
6	8 X 6 INFACT REDUCER CPLG	$191.75	$1,150.50
200	CI METER BOX LIDS	$8.50	$1,700.00
24	CONCRETE VALVE MARKER	$11.50	$276.00
36	¾ GALV 90 BENDS	$1.20	$43.20
24	1.5 DRESSER COULPING	$24.95	$598.80
12	B11-777WR-NL BALL VALVE IP X IP 2"	$197.25	$2,367.00
		SubTotal	$8,650.75
		Shipping & Handling	$0.00
		Taxes	$0.00
		TOTAL	$8,650.75

Net 30 — Tax %: 0%

Page 1 of 1

Quote good for days

Kendall Municipal Supply

Terry Martin- Branch Manager- Terrymartin@kendallsupply.com

PH 678-626-3115 OR FAX 678-626-3101

Your #1 Municipal Water and Sewer Needs Provider

A division of Kendall Supply, Inc.

QUOTE

FORTILINE WATERWORKS

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
214325	FORTILINE CARTERSVILLE	5610577	1/26/17	1

CUSTOMER	PROJECT INFORMATION
CARTERSVILLE WATER DEPARTMENT PO BOX 1390 ATTN: Terry Jordan CARTERSVILLE, GA 30120	MISC MATERIAL 1/26/17

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1000	FT	3/4"X100' CTS PE TUBING 200PSI	.2300	230.00
20	6	EA	4-1/2 TRAFFIC REPAIR KIT M129	78.4000	470.40
30	36	EA	6" MJ REGULAR ACC LESS GLAND	9.5100	342.36
40	25	EA	562S SCREW VB COMP 24"-36"	42.0000	1,050.00
50	6	EA	6" MJ LONG SLEEVE C153	44.5000	267.00
60	6	EA	6" MJ 90 C153	49.4000	296.40
70	6	EA	8"X6" FOSTER FLEX REDUCER	185.0000	1,110.00
80	200	EA	DX1015 SOLID CAST IRON LID ONL	9.2800	1,856.00
90	24	EA	4' CONCRETE MARKER WATER	12.0000	288.00
100	36	EA	3/4" GALV 90	1.0000	36.00
110	24	EA	1-1/2" #65 GALV COMP CPLG	23.6000	566.40
120	12	EA	2" BALL VLV FIPXFIP NO LEAD B11-777W-NL	183.9700	2,207.64
				Subtotal:	**8,720.20**
				Tax:	**.00**
				Bid Total:	**8,720.20**

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All material is quoted for shipment within 30 days of bid or quote date. After 30 days,
ALL quote prices are subject to review, based on current market conditions.

Ent By DAT 2/03/17 16:51:37

Item # 10

BIDCNEW

City of Cartersville

City Council Meeting
3/2/2017 7:00:00 PM
Wastewater Lab – Spectrophotometer

SubCategory:	Bid Award/Purchases
Department Name:	Water
Department Summary Recomendation:	A spectrophotometer is an analytical instrument used to measure the reflective and adsorptive qualities of a material at a certain wavelength of light. The machine is used to measure the concentrations of contaminants such as phosphorus and chemical oxygen demanding substances in the waste stream. Our current unit was purchased new in 2008 and has required increasing maintenance to keep running. The unit uses old bulb and sensor technology which will not be supported going forward. Pricing was solicited for a new spectrophotometer for the Wastewater Laboratory from the following: Fisher Scientific $6,152.57 USA Bluebook $7,088.00 VWR Scientific $8,867.73 I recommend approval of the Fisher Scientific bid in the amount of $6,152.57. This is a budgeted item and will be paid through account 505.3330.54.2320 – Instruments & Implements.
City Manager's Remarks:	Your approval of this bid outlined above from Fisher Scientific is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

Sales Quotation

Quote Nbr	Creation Date	Due Date	Page
7044-2374-44	02/13/2017		1 of 1

Payment Terms	Delivery Terms
NET 30 DAYS	SHIPPOINT
Valid To	**Prepared By**
03/15/2017	CHEN, CINDY
Customer Reference	**Sales Representative**
RFQ 021317	DAVID LEHEW

To place an order	Ph: 800-766-7000	Fx: 800-926-1166

Submitted To:	Customer Account: **125851-001**
KENYA POSTON DAVID.LEHEW@THERMOFISHER.COM 770-387-5681	CITY OF CARTERSVILLE WATER POLLUTION CONTROL 102 WALNUT GROVE RD SE CARTERSVILLE GA 30120-6526

Fisher Scientific
Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491

PLEASE REFER TO THE QUOTE NUMBER ON ALL CORRESPONDENCE

THANK YOU FOR YOUR INTEREST IN FISHER SCIENTIFIC COMPANY LLC

FOR COMPLETE TERMS AND CONDITIONS VISIT OUR WEBSITE AT
www.fishersci.com/salesterms

Item # 11

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	13 650 700 No Image Available	AQUAMATE 8000 UV-VIS SPECTRO Colorimeter; Thermo Scientific; AquaMate 8000 UV-Vis Spectrophotometer; 190 to 1100nm Vendor Catalog # AQ8000 This item is being sold as 1 per each Original Catalog Number AQ8000	6,152.57	6,152.57

Fisher

MERCHANDISE TOTAL 6,152.57

NOTES:
We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2
http://survey.medallia.com/fishersci

Home > Shopping Basket

Print...

Shipping Account Number: 80134856
CARTERSVILLE CITY OF
WATER POLLUTION CTR
PLT
102 WALNUT GROVE RD SE
CARTERSVILLE ,GA
, 30120
United States
Change shipping address for this site visit

Shopping Basket

Basket Preferences

Expand All / Collapse All

Standard Products

Item # 11

Description	Catalog #	Availability	Unit	Qty	List Price	Your Price	Extended Price
SPECTROPHOTOMETER UV VIS GSA	89409-698	Direct from Supplier	EA	1	$9,048.70	$8,867.73	$8,867.73

Availability: - Shipped directly from Hach,
If availability is critical, please call VWR at 1-800-932-5000

Charges:

Line Item Comments Search / Add a Value

Expand All / Collapse All

VWR

Total : $8,867.73

Update Checkout

Shopping Basket Management:

- Save as a Shopping List
- Share Your Shopping Basket
- Clear Basket

Build your basket from:

- Shopping Lists
- Frequently Ordered Items
- Upload Products to Basket

Please note that you will receive an order acknowledgment after order placement that contains updated product delivery information.

Browse... Upload

USABlueBook
Get the Best Treatment™

Products Contact Us Resources Help Login My Account Wish List Cart: 1 Go

Now In: Shopping Cart

- Shipping Information
- Our Return Policy
- Your Privacy and Security

Continue Shopping... Checkout Now

USA BB

Item # 11

Shopping Cart

Product		Quantity		SubTotal
	Thermo Scientific™ Orion™ AquaMate™ 8000 uv/vis Spectrophotometers, AQ8000 Item: 53351	1	Delete	$7,088.00

Update Cart

Sub Total: $7,088.00
Estimated Shipping: Calculated During Checkout
Estimated Tax: Calculated During Checkout

Recommended Products

Repl Cuvettes for Thermo Orion AQUAFast,10mL,12/pk VPN AC2V24
$146.00

Orion AQUAfast II Replacement Vials, 16 mm, 10/pk, AC2V16
$76.40

Update Cart

Order Notes

Enter any special instructions or notes about this order:

Submit Notes

Continue Shopping... Checkout Now

Our Business: Home | About Us | Careers | Catalog Request | Contact Us | Site Map
Resources: Terms & Conditions | Return Policy | Se habla español | World Service
My Account: Account Updates | Order Status | Order & Payment | Shipping & Delivery | Wish List | Help

Facebook YouTube LinkedIn

Items sold by USABlueBook are intended for use only by professionals in the water and wastewater treatment industry.
Many items sold by USABlueBook require supplemental training, licenses or permits for proper use and may be harmful if not used properly.

City Council Meeting
3/2/2017 7:00:00 PM
Final Change Order: Water Main Relocation – Hwy 41 / 411 Utility Relocation

SubCategory:	Change Order
Department Name:	Water Department
Department Summary Recomendation:	On 08/21/2014 Council approved a contract with Unity Construction to relocate sections of 24-inch and 36-inch water main to accommodate DOT bridge improvements over Pettit Creek and the CSX railroad tracks to the south. The original contract was approved for $1,153,455.00. Additional fill by DOT required a change order (Change Order #1) to the contract to protect the relocated pipe with a concrete slab. That change order added $329,473.19. Change Order #2 in the amount of $98,361.58, was added to install a new 36-inch isolation valve at the Water Treatment Plant (WTP). This valve is used to isolate the 36-inch main from the failing High Service Pump Building #2 (HSPB#2). These changes brought the total approved contract amount to $ 1,581,289.77. This final adjustment change order (Change Order #3) is a net reduction to the total contract amount. Once actual quantities used/installed were netted with bid quantities the final result was a reduction in the amount of $135,650.25. This will bring the final contract amount to $1,445,639.52. I recommend your approval of this final change order in order to close the project.
City Manager's Remarks:	This is a net deduction based on bid quantities. Your approval of it is recommended.
Financial/Budget Certification:	
Legal:	
Associated Information:	

CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER		Change Order No. Final	Date February 14, 2017
To: Unity Construction Company, Inc. 3941 Flint Hill Road Powder Springs, GA 30127	Engineer: Jacobs Engineering Group, Inc. 10 Tenth St, NW, Suite 1400 Atlanta, GA 30309	Owner: City of Cartersville P.O. Box 1390 Cartersville Georgia 30120	
You are hereby directed to comply with the following changes from the contract plans and specifications:	Project: US 41/411 Utility Relocation **City of Cartersville - Project No:**	Contract No.	Project No. EEXH0700

Item No.	Description of changes - quantities, units, unit prices, changes in completion schedule, etc.	Decrease in contract price	Increase in contract price
1	Final - Adjustment to Actual Quantities Installed	$ 137,553.61	
2	48" x 36" Casing Spacers (14 @ $127.06 + $124.52 tax)		$ 1,903.36

Changes in contract price due to this change order:			
	Total decrease:	$ 137,553.61	
	Total increase:		$ 1,903.36
	Net increase/(decrease) in contract price:		$ (135,650.25)

The changes in contract scope described in this change order are hereby incorporated into the contract.
The previously approved contract price was: $ 1,581,289.77 The new approved contract price is: $ 1,445,639.52

A total of 0 calendar days are hereby added to the original contract period.

The combination of the change in dollar amount and the change in contract period represents the total and final compensation agreed to by the parties for the change in scope covered by this change order.

Recommended by Engineer: Jacobs Engineering Group, Inc. 2/14/17
Date

Accepted by Contractor: Unity Construction Company, Inc.
Date

Approved by Owner: City of Cartersville, Georgia
Date

US 41/411 Utility Relocations
ATTACHMENT TO FINAL CHANGE ORDER
City of Cartersville, Georgia

CONTRACT						ACTUAL QUANTITIES INSTALLED		
Item	Description	Qty	Unit	Unit Cost	Total	Qty	Total	Difference
1	**Erosion and Sedimentation Control**							
a.	Construction Exit	2	EA	$500.00	$1,000.00	3	$1,500.00	$500.00
b.	Type "A" Silt Fence	2,800	LF	$1.00	$2,800.00	827	$827.00	-$1,973.00
c.	Type "C" Silt Fence	800	LF	$2.00	$1,600.00	964	$1,928.00	$328.00
d.	Hay Bales	10	EA	$25.00	$250.00	0	$0.00	-$250.00
e.	Rip Rap	200	SY	$32.00	$6,400.00	66	$2,112.00	-$4,288.00
f.	Grassing	3,000	LF	$1.50	$4,500.00	1,207	$1,810.50	-$2,689.50
2	**Ductile Iron Pipe Water Main**							
a.	24-Inch Push-On Joint	950	LF	$120.30	$114,285.00	815	$98,044.50	-$16,240.50
b.	24-Inch Restrained Joint	450	LF	$176.45	$79,402.50	510	$89,989.50	$10,587.00
c.	36-Inch Push-On Joint	200	LF	$192.60	$38,520.00	180	$34,668.00	-$3,852.00
d.	36-Inch Restrained Joint	1,200	LF	$266.25	$319,500.00	1,188	$316,305.00	-$3,195.00
e.	8-Inch Push-On Joint	150	LF	$60.25	$9,037.50	75	$4,518.75	-$4,518.75
f.	6- Inch Push-On Joint	50	LF	$56.40	$2,820.00	68	$3,835.20	$1,015.20
3	**Ductile Iron Fittings**							
a.	All Sizes	19	TN	$4,175.00	$79,325.00	19.789	$82,619.08	$3,294.08
b.	36" x 8" Tapping Saddle w/MJ Outlet	2	TN	$4,400.00	$8,800.00	1	$4,400.00	-$4,400.00
4	**Valves**							
a.	36-Inch Butterfly Valve	3	EA	$15,750.00	$47,250.00	3	$47,250.00	$0.00
b.	24-Inch Butterfly Valve	2	EA	$6,000.00	$12,000.00	2	$12,000.00	$0.00
c.	8-Inch Gate Valve	3	EA	$1,500.00	$4,500.00	3	$4,500.00	$0.00
d.	6-Inch Gate Valve	5	EA	$1,250.00	$6,250.00	7	$8,750.00	$2,500.00
5	**Fire Hydrant**							
a.	5-1/4-Inch	5	EA	$2,350.00	$11,750.00	5	$11,750.00	$0.00
b.	Extensions	40	VF	$1.00	$40.00	3.5	$3.50	-$36.50
6	**48-Inch Steel Casings**							
a.	US 41 Crossing	150	LF	$550.00	$82,500.00	150	$82,500.00	$0.00
b.	Beaver Trail Crossing	140	LF	$550.00	$77,000.00	0	$0.00	-$77,000.00
7	**Thrust Collars**							
a.	36-Inch	2	EA	$5,500.00	$11,000.00	2	$11,000.00	$0.00
b.	24-Inch	1	EA	$3,800.00	$3,800.00	1	$3,800.00	$0.00
8	**Crushed Stone Bedding**							
a.	Type 4 Bedding	500	LF	$18.00	$9,000.00	630	$11,340.00	$2,340.00
b.	Type 5 Bedding	300	LF	$34.00	$10,200.00	413	$14,042.00	$3,842.00
9	**Air Valve**							
a.	6-Inch Combination Air Valve for 36-Inch Water Main, Complete	1	EA	$16,800.00	$16,800.00	1	$16,800.00	$0.00
b.	6-Inch Combination Air Valve for 24-Inch Water Main, Complete	1	EA	$11,850.00	$11,850.00	1	$11,850.00	$0.00
10	**Connection to Existing Water Main**							
a.	Connect to 36-inch w/Solid Sleeve	2	EA	$12,500.00	$25,000.00	2	$25,000.00	$0.00
b.	Connect to 24-inch w/Solid Sleeve	1	EA	$7,500.00	$7,500.00	1	$7,500.00	$0.00
c.	Connect to 8-inch w/Solid Sleeve	2	EA	$4,000.00	$8,000.00	1	$4,000.00	-$4,000.00
d.	Connect to 6-inch w/Solid Sleeve	1	EA	$3,400.00	$3,400.00	1	$3,400.00	$0.00
11	**Abandon Existing Water Main**							
a.	Cap/Plug 36-Inch	2	EA	$4,200.00	$8,400.00	2	$8,400.00	$0.00

US 41/411 Utility Relocations
ATTACHMENT TO FINAL CHANGE ORDER
City of Cartersville, Georgia

CONTRACT						ACTUAL QUANTITIES INSTALLED		
Item	Description	Qty	Unit	Unit Cost	Total	Qty	Total	Difference
b.	Cap/Plug 24-Inch	1	EA	$2,850.00	$2,850.00	1	$2,850.00	$0.00
c.	Cap/Plug 8-Inch	3	EA	$2,000.00	$6,000.00	0	$0.00	-$6,000.00
d.	Cap/Plug 6-Inch	1	EA	$2,000.00	$2,000.00	1	$2,000.00	$0.00
12	**Water Service Connections**							
a.	3/4-Inch Short Side Single Service	5	EA	$1,450.00	$7,250.00	3	$4,350.00	-$2,900.00
b.	3/4-Inch Copper Tubing	100	LF	$20.00	$2,000.00	125	$2,500.00	$500.00
c.	3/4-Inch Polyethylene Tubing and Connection to Existing	200	LF	$16.10	$3,220.00	195	$3,139.50	-$80.50
d.	Remove Existing Water Meter Box and Salvage for Owner	8	EA	$40.00	$320.00	3	$120.00	-$200.00
13	**Removing and Replacing Pavement**							
a.	Asphalt	100	LF	$42.20	$4,220.00	0	$0.00	-$4,220.00
b.	Concrete	100	LF	$63.50	$6,350.00	171	$10,858.50	$4,508.50
14	**Rock Excavation**							
a.	Base Cost	1,500	CY	$40.00	$60,000.00	34	$1,360.00	-$58,640.00
b.	Premium Cost	1,500	CY	$0.01	$15.00	34	$0.34	-$14.66
15	**Clean-up, Testing and Disinfection**	3,000	LF	$3.00	$9,000.00	2,695	$8,085.00	-$915.00
16	**Cash Allowances**							
a.	Soils and Concrete Testing	Allowance			$2,000.00	0	$0.00	-$2,000.00
b.	Construction Verification Survey	Allowance			$5,000.00	0	$0.00	-$5,000.00
c.	Blasting Monitoring	Allowance			$3,000.00	0	$0.00	-$3,000.00
	******* ADDITIONAL WORK IF ORDERED BY THE ENGINEER *******							
17	**Trench Stabilization**							
a.	In addition to Specified Bedding	500	CY	$27.50	$13,750.00	119	$3,272.50	-$10,477.50
18	**Additional Depth of Cover for Water Main Beyond Profile**							
a.	2 Feet to 4 Feet	300	LF	$4.00	$1,200.00	0	$0.00	-$1,200.00
b.	4 Feet to 8 Feet	100	LF	$8.00	$800.00	140	$1,120.00	$320.00
19	**CO #1 - AT&T Crossing**							
a.	36-Inch Steel Casing under AT&T Structure	0	LF	$476.35	$0.00	50	$23,817.50	$23,817.50
b.	Bore Pit Excavation	0	LS	$ 5,000.00	$0.00	1	$5,000.00	$5,000.00
20	**CO #2 - ARV Modifications for Service Connection**							
a.	6-Inch Gate Valve (FLxFL)	0	EA	$1,561.70	$0.00	1	$1,561.70	$1,561.70
b.	6-Inch Tee (FLxFLxFL) - Extra material cost for Flanged Tee over MJ Tee	0	EA	$83.22	$0.00	1	$83.22	$83.22
c.	6-Inch Blind Flange - Tapped (2")	0	EA	$123.74	$0.00	1	$123.74	$123.74
21	**Fire Hydrant w/36"x8" tap @ Peeples Valley Raod**	0	LS	$9,845.23	$0.00	1	$9,845.23	$9,845.23
22	**24" Gate Valve Cut-in on US 41 near Massell Drive**	0	LS	$25,885.71	$0.00	1	$25,885.71	$25,885.71
23	**36" BFV Access Manhole**	0	LS	$5,177.62	$0.00	1	$5,177.62	$5,177.62
24	**Concrete Protection Slab**	1	LS	$329,473.19	$329,473.19	1	$329,473.19	$0.00
25	**Stone Backfill around Manhole**	0	LS	$9,232.69	$0.00	1	$9,232.69	$9,232.69
26	**36" Butterfly Valve at WTP**	1	LS	$98,361.58	$98,361.58	0.6856	$67,436.70	-$30,924.88
				Totals:	**$1,581,289.77**		**$1,443,736.16**	**-$137,553.61**

Item # 12

AFFIDAVIT OF CONTRACTOR

STATE OF Georgia

COUNTY OF Cobb

Joel C. Holcomb personally appeared before

the undersigned attesting officer Alan R. Hamby , a Notary Public, and after having been sworn, says on oath that he is President of Unity Construction Co,. Inc

hereinafter referred to as Contractor; that Contractor entered into a contract with The CITY OF CARTERSVILLE, for the US 41/411 UTILITY RELOCATION

being Project No. EEXH0700 , Agreement dated October 14, 2014 , and any amendments or modifications thereto, hereinafter referred to as the Contract; that all work under the Contract, including the supply of materials, has been completed in accordance with the Contract Documents, drawings, and specifications governing same; and, that all charges or bills or claims of every nature incurred in connection with said contract, including but not limited to labor, materials, supplies, lands, licenses, and any other expenses for which the CITY OF CARTERSVILLE-US 41/411 UTILITY RELOCATION and JACOBS ENGINEERING GROUP INC., might be sued or for which a lien might be filed upon the project which is the subject matter of the Contract, have been paid in full or satisfied, except:

0.00 $

_______________ $

_______________ $

(List each entity to which any amount is owed and the amount owed to each entity)

For and in consideration of the final payment of $ 5,000.00 Contractor hereby waives, for itself, its subcontractors, materialmen, successors and assigns, all lien rights arising out of performance of the Contract Work and will defend and hold harmless CITY OF CARTERSVILLE-US 41/411 UTILITY RELOCATION (OWNER) and JACOBS ENGINEERING GROUP INC., (ENGINEER) from and against all suits, actions, claims, liens, or demands of labor, mechanics, materialmen, or others filed against , CITY OF CARTERSVILLE-US 41/411 UTILITY RELOCATION (OWNER) and JACOBS ENGINEERING GROUP INC., (ENGINEER) for buildings, structures, utilities, facilities, additions or improvements constructed under this Contract and arising out of the Contract Work. Contractor does further warrant that he has not and will not assign his claim for payment, not his right to perfect a lien against said property on which the improvements were made pursuant to the Contract Work and that he has the full authority and right to execute this waiver and release thereof. Contractor further agrees to arrange the immediate release by payment or bond of any liens which might have been filed against said Contract Work and Contractor understands that transfer of the final payment to him is conditioned on proof that no liens have been filed as of the date of receipt of final payment, or if any lien has been filed prior to this date, he has completed the arrangements for release of said lien by either payment or bond as required herein.

It is expressly understood by the parties hereto that said affidavit is executed in accordance with the Official Code of Georgia Annotated Section 44-14-361.2 and is made for the purpose of inducing said Owner to pay the final payment as hereinbefore set out or any other purposes as set forth in the Official Code of Georgia Annotated Section 44-14-360 et seq.

Unity Construction Co., Inc. CONTRACTOR
Joel C. Holcomb – President

By: Joel C. Holcomb

ATTEST: Alan R. Hamby

TITLE: Corporate Secretary

UNITY CONSTRUCTION CO., INC. CORPORATE SEAL 1978 GEORGIA

(CORPORATE SEAL AFFIXED)

Sworn to and subscribed before me this 14 th day of February, 2014.

Alan R. Hamby NOTARY PUBLIC
11-19-2018

A. R. HAMBY NOTARY PUBLIC GEORGIA BARTOW COUNTY