

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
Edward Gibbons, Vice Chairman
Eric K. Maxwell
Charles W. Oddo
Charles D. Rousseau



FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
Dennis A. Davenport, County Attorney
Tameca P. Smith, County Clerk
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West
Public Meeting Room
Fayetteville, GA 30214

AGENDA

July 14, 2022

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

Call to Order

Invocation and Pledge of Allegiance by Commissioner Charles Rousseau

Acceptance of Agenda

PROCLAMATION/RECOGNITION:

1. Recognition of Fayette County attaining the Aaa Bond Rating from Moody's Investor Services in June 2022 and maintaining Aa2 Bond Rating for Fayette County Water System. (pages 3-12)
2. Recognition of Senior Financial Analyst, Stacy Bayer, for earning the Level 1 Local Finance Officer Certification in pursuing professional development in governmental finance, accounting, budgeting, and public finance topics. (page 13)

PUBLIC HEARING:

PUBLIC COMMENT:

Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.

CONSENT AGENDA:

3. Approval of the June 23, 2022 Board of Commissioners Meeting Minutes. (pages 14-22)

OLD BUSINESS:

NEW BUSINESS:

4. Request to approve the "Agreement for Grant Program" to accept the grant amount of \$300,000 from the Georgia Transportation Infrastructure Bank (GTIB) for the SR 92 and Hampton Road intersection project (2004 SPLOST #R-21). (pages 23-47)

ADMINISTRATOR'S REPORTS:

A: Contract #1867-P: Water System Engineer of Record, Task Order 23-01: FY22 On-Call Support Services (pages 48-51)

B: Contract #1918-A: Water System – Grass Cutting Renewal #1 (pages 52-61)

C: Contract #1945-P: Business Personal Property Compliance Audits Renewal #1 (pages 62-63)

- D: Bid #2049-B: Grass Cutting Services (pages 64-67)
- E: Contract #2060-A: Firefighter Uniforms (pages 68-78)
- F: Contract #2067-A: Dust Control (pages 79-82)
- G: Contract 2069-A: Flint River Raw Water Pump #1 Repairs, Change Order #1: Bowl Assembly, Impeller and Shaft Replacement (pages 83-88)
- H: Contract #2071-S: Siemens Automation Service Agreement (pages 89-103)
- I: Contract #2072-S: Cal-Flo Lime Slurry (pages 104-107)
- J: Contract #2073-S: SeaQuest (pages 108-110)
- K: Contract #2079-B: Annual Stone Contract (pages 111-113)
- L: Contract #2083-S: Purate for Water Treatment (pages 114-116)
- M: Contract #2107-S: Spillman Annual Maintenance Agreement (pages 117-118)
- N: Bid #2113-B: Kenwood Park Playground Shade Structures (pages 119-120)
- O: Contract #2119-A: Lake Kedron Intake House Repair (pages 121-124)
- P: Contract #2127-S: Carusol-20 (pages 125-127)

ATTORNEY'S REPORTS:

COMMISSIONERS' REPORTS:

EXECUTIVE SESSION:

ADJOURNMENT:

COUNTY AGENDA REQUEST

Page 3 of 127

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of Fayette County attaining the Aaa Bond Rating from Moody's Investor Services in June 2022 and maintaining Aa2 Bond Rating for Fayette County Water System.

Background/History/Details:

In August 2014, Fayette County received the AAA bond rating from Standard and Poor's rating agency. Moody's Investors Service followed suit in February 2015, upgrading Fayette County's rating from Aa1 to Aaa. Moody's comment noted, "The assignment of the highest credit quality reflects the county's ample reserve position, which benefits from conservative management".

Moody's has continued to post the annual comments affirming the Aaa bond rating. And now, in June 2022, Moody's Investor Services issued a rating action: "Moody's assigns Aaa issuer rating to Fayette County, GA". The rating action involves a more in-depth analysis vs. the annual comments. Moody's rating rationale was attributed to - strong financial profile, manageable debt burden, low fixed costs, healthy reserves and liquidity, including "Governance is a key consideration and remains strong given management's record of maintaining healthy reserves".

Fayette County Water System received the annual comment from Moody's maintaining their Aa2 bond rating.

Fayette County is one of only six counties in Georgia with an Aaa/AAA bond rating. Obtaining such a prestigious rating is largely due to the efforts of the Board of Commissioners, Constitutional Officers, and the Finance Department.

What action are you seeking from the Board of Commissioners?

Recognition of Fayette County attaining the Aaa Bond Rating from Moody's Investor Services in June 2022 and maintaining Aa2 Bond Rating for Fayette County Water System.

If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

MOODY'S

INVESTORS SERVICE

Rating Action: **Moody's assigns Aaa issuer rating to Fayette County, GA; outlook stable**

14 Jun 2022

New York, June 14, 2022 -- Moody's Investors Service has assigned a Aaa issuer rating to Fayette County, GA as a reference rating for the county's utility system, Fayette (County of) GA Water Enterprise (Aa2 stable). The issuer rating is equivalent to the county's hypothetical general obligation unlimited tax (GOULT) rating. The county has \$27.2 million in net direct debt outstanding. The outlook is stable.

RATINGS RATIONALE

The Aaa issuer rating reflects the county's growing tax base, strong financial profile, manageable debt burden and low fixed costs. The local economy, benefitting from close proximity to Atlanta (general obligation Aa1 stable), is characterized by significant commercial development, above-average resident wealth and income levels and low poverty and unemployment. The county's strong financial profile, marked by healthy reserves and liquidity, is further strengthened by Special Purpose Local Options Sales Tax (SPLOST) revenues which will be used almost exclusively to meet expenses related to capital projects. The county's debt and fixed cost burden is expected to remain low in the absence of significant borrowing plans over the near term. Governance is a key consideration and remains strong given management's record of maintaining healthy reserves.

RATING OUTLOOK

The stable outlook reflects the expectation that the county will maintain its healthy financial profile and low debt and fixed cost burden in the coming years.

FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATING

- Not Applicable

FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATING

- Material draws on reserves
- Increase in leverage and overall fixed costs
- Weakening of tax base

LEGAL SECURITY

The county has no general obligation debt outstanding. However, Fayette County Public Facilities Authority's (a blended component unit) taxable refunding revenue bonds, amounting to \$26.6 million as of fiscal 2021, are backed by an unlimited ad valorem tax pledge of the county.

PROFILE

Fayette County is located in west central Georgia (Aaa stable). The county seat, the City of Fayetteville (Aa2) is approximately 20 miles south of downtown Atlanta.

METHODOLOGY

The principal methodology used in this rating was US Local Government General Obligation Debt published in January 2021 and available at <https://ratings.moody.com/api/rmc-documents/70015>. Alternatively, please see the Rating Methodologies page on <https://ratings.moody.com> for a copy of this methodology.

REGULATORY DISCLOSURES

For further specification of Moody's key rating assumptions and sensitivity analysis, see the sections

Methodology Assumptions and Sensitivity to Assumptions in the disclosure form. Moody's Rating Symbols and Definitions can be found on <https://ratings.moody.com/rating-definitions>.

For ratings issued on a program, series, category/class of debt or security this announcement provides certain regulatory disclosures in relation to each rating of a subsequently issued bond or note of the same series, category/class of debt, security or pursuant to a program for which the ratings are derived exclusively from existing ratings in accordance with Moody's rating practices. For ratings issued on a support provider, this announcement provides certain regulatory disclosures in relation to the credit rating action on the support provider and in relation to each particular credit rating action for securities that derive their credit ratings from the support provider's credit rating. For provisional ratings, this announcement provides certain regulatory disclosures in relation to the provisional rating assigned, and in relation to a definitive rating that may be assigned subsequent to the final issuance of the debt, in each case where the transaction structure and terms have not changed prior to the assignment of the definitive rating in a manner that would have affected the rating. For further information please see the issuer/deal page for the respective issuer on <https://ratings.moody.com>.

Regulatory disclosures contained in this press release apply to the credit rating and, if applicable, the related rating outlook or rating review.

Moody's general principles for assessing environmental, social and governance (ESG) risks in our credit analysis can be found at https://ratings.moody.com/documents/PBC_1288235.

At least one ESG consideration was material to the credit rating action(s) announced and described above.

Please see <https://ratings.moody.com> for any updates on changes to the lead rating analyst and to the Moody's legal entity that has issued the rating.

Please see the issuer/deal page on <https://ratings.moody.com> for additional regulatory disclosures for each credit rating.

Shambhavi Chadha
Lead Analyst
REGIONAL_NE
Moody's Investors Service, Inc.
7 World Trade Center
250 Greenwich Street
New York 10007
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

Christopher Coviello
Additional Contact
REGIONAL_NE
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

Releasing Office:
Moody's Investors Service, Inc.
250 Greenwich Street
New York, NY 10007
U.S.A
JOURNALISTS: 1 212 553 0376
Client Service: 1 212 553 1653

MOODY'S
INVESTORS SERVICE

© 2022 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S CREDIT RATINGS AFFILIATES ARE THEIR CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR

DEBT OR DEBT-LIKE SECURITIES, AND MATERIALS, PRODUCTS, SERVICES AND INFORMATION PUBLISHED BY MOODY'S (COLLECTIVELY, "PUBLICATIONS") MAY INCLUDE SUCH CURRENT OPINIONS. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT OR IMPAIRMENT. SEE APPLICABLE MOODY'S RATING SYMBOLS AND DEFINITIONS PUBLICATION FOR INFORMATION ON THE TYPES OF CONTRACTUAL FINANCIAL OBLIGATIONS ADDRESSED BY MOODY'S CREDIT RATINGS. CREDIT RATINGS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS, NON-CREDIT ASSESSMENTS ("ASSESSMENTS"), AND OTHER OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. AND/OR ITS AFFILIATES. MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS DO NOT COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS, ASSESSMENTS AND OTHER OPINIONS AND PUBLISHES ITS PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS, AND PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS OR PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER.

ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS ARE NOT INTENDED FOR USE BY ANY PERSON AS A BENCHMARK AS THAT TERM IS DEFINED FOR REGULATORY PURPOSES AND MUST NOT BE USED IN ANY WAY THAT COULD RESULT IN THEM BEING CONSIDERED A BENCHMARK.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing its Publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY CREDIT RATING, ASSESSMENT, OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any credit rating, agreed to pay to Moody's Investors Service, Inc. for credit ratings opinions and services rendered by it fees ranging from \$1,000 to approximately \$5,000,000. MCO and Moody's Investors Service also maintain policies and procedures to address the independence of Moody's Investors Service credit ratings and credit rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold credit ratings from Moody's Investors Service and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at www.moodys.com under the heading "Investor Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors.

Additional terms for Japan only: Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any credit rating, agreed to pay to MJKK or MSFJ (as applicable) for credit ratings opinions and services rendered by it fees ranging from JPY100,000 to approximately JPY550,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

ISSUER COMMENT

16 June 2021

RATING

Revenue ¹

Aa2 Stable

Contacts

Francisco Gonzalez +1.214.979.6863
Associate Lead Analyst
francisco.gonzalez@moody's.com

Gregory W. Lipitz +1.212.553.7782
VP-Sr Credit Officer/Manager
gregory.lipitz@moody's.com

CLIENT SERVICES

Americas 1-212-553-1653
Asia Pacific 852-3551-3077
Japan 81-3-5408-4100
EMEA 44-20-7772-5454

Fayette County

Annual Comment on Fayette County Water

Issuer Profile

Fayette County Water provides water service in Fayette County, Georgia, which has a population of 112,303 and a moderate population density of 570 people per square mile. The county's median family income is \$107,975 (1st quartile) and the April 2021 unemployment rate was 2.7% (1st quartile) ². The County's water supply comes from the Flint River as well as four additional creeks, treats it at its two plants, and distributes via a series of pipelines.

Credit Overview

Fayette County Water's credit position is very strong, and its Aa2 rating slightly exceeds the US water systems median of Aa3. The key credit factors include a prosperous service area, a negligible debt profile, and robust liquidity. Further considerations for the rating include a satisfactory debt service coverage, but a modestly sized system size.

System Characteristics: Overall, the water utility has a quite healthy system profile. The median family income is a strong 139.7% of the US level while the system size, measured as operating and maintenance expenses (\$9.6 million), is similar to the US median.

Financial Strength: The financial position of Fayette County Water is superlative overall and is strong relative to its Aa2 rating. The debt to operating revenues (1.3x) is roughly equivalent to the US median, but it has fallen materially from 2016 to 2020. In addition, the days cash on hand (371 days) is good but below the US median. Furthermore, the coverage of the annual debt service by net revenues (1.5x) is adequate but lower than other Moody's-rated water systems nationwide.

Legal Provisions: Legal provisions, which typically include a rate covenant requiring a minimum of 1.0x coverage of debt service or more, are adequate across this sector.

Sector Trends - Georgia Water

Georgia utilities are typically well maintained and have an average age of plant. Financial metrics are generally solid. While debt service coverage (median of 2.1 times) is strong and slightly above the national median, liquidity remains below national medians, though at a still healthy 291 days. Debt burdens (median of 2.4 times operating revenues) are slightly above the national median, but are manageable. Water supply is ample and few systems face supply constraints. All systems have unlimited rate setting authority, providing notable flexibility.

EXHIBIT 1

Key Indicators ^{3.4} Fayette County Water

Credit Metrics	2016	2017	2018	2019	2020	US Median	Credit Trend
Annual Debt Service Coverage (x)	1.31x	1.64x	1.38x	1.50x	1.51x	2.20x	Stable
Days Cash on Hand (Days)	300	368	316	354	371	416	Improved
Debt to Operating Revenues (x)	2.4x	2.0x	1.9x	1.6x	1.3x	1.8x	Improved
Median Family Income (% of US Median)	142%	142%	142%	140%	140%	100%	Stable
Remaining Useful Life of Capital Assets (Years)	20	20	18	18	18	31	Stable

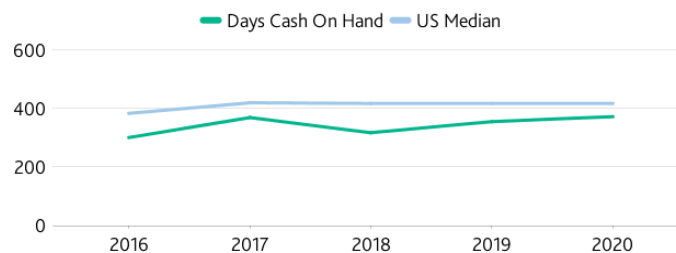
Debt and Financial Data (\$000s)	2016	2017	2018	2019	2020	US Median
Net Funded Debt	\$38,158	\$34,469	\$30,526	\$26,370	\$22,222	\$32,860
Total Revenues	\$15,866	\$17,055	\$16,104	\$16,457	\$17,605	\$18,441
Operating and Maintenance Expenses	\$8,664	\$8,543	\$8,685	\$8,602	\$9,582	\$10,192
Net Revenues	\$7,202	\$8,512	\$7,419	\$7,856	\$8,023	\$8,919
Debt Service	\$5,500	\$5,191	\$5,360	\$5,239	\$5,298	\$3,785

Governance/Legal Provisions	Score
Rate Management	Aa
Regulatory Compliance and Capital Planning	Aa
Rate Covenant	A
Debt Service Reserve Requirement	Aa

Source: Moody's Investors Service

EXHIBIT 2

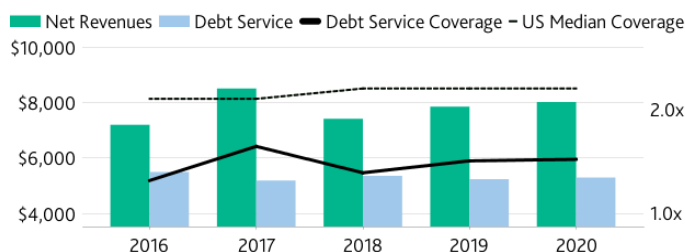
Days cash on hand has increased from 2016 to 2020



Source: Moody's Investors Service

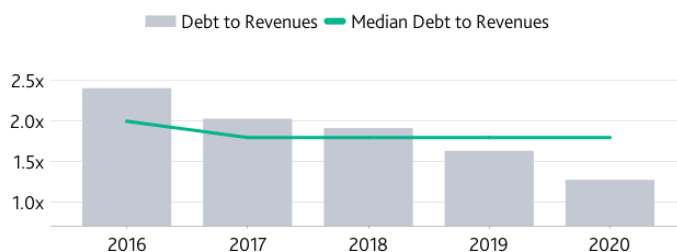
This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

EXHIBIT 3

Debt service coverage increased from 2016 to 2020

Source: Moody's Investors Service

EXHIBIT 4

Debt to operating revenues decreased from 2016 to 2020

Source: Moody's Investors Service

Endnotes

- 1 The rating referenced in this report is the rating of the senior most lien on the relevant pledged revenues. Some utilities have bonds separately secured by distinct revenue sources. For these utilities, the rating referenced in this report is the senior most rating only on the relevant revenue pledge (e.g., water); the utility could have a higher rating on a different type of revenue bond (e.g., sewer).
- 2 The demographic data presented, including population, population density, per capita personal income and unemployment rate are derived from the most recently available US government databases. Population, population density and per capita personal income come from the American Community Survey while the unemployment rate comes from the Bureau of Labor Statistics.

The largest industry sectors are derived from the Bureau of Economic Analysis. Moody's allocated the per capita personal income data and unemployment data for all counties in the US census into quartiles. The quartiles are ordered from strongest-to-weakest from a credit perspective: the highest per capita personal income quartile is first quartile, and the lowest unemployment rate is first quartile.

- 3 Moody's calculations of various statistics can be different than calculations reported in audited financial statements or offering documents. Moody's makes standard adjustments to reported financial data, to facilitate comparisons across issuers. For definitions of the metrics in the Key Indicators Table, see our [US Municipal Utility Revenue Debt](#) methodology.
- 4 The medians come from our most recently published report, [Medians - Solid financial performance, ability to increase rates underpin stability \(May 2020\)](#).

© 2021 Moody's Corporation, Moody's Investors Service, Inc., Moody's Analytics, Inc. and/or their licensors and affiliates (collectively, "MOODY'S"). All rights reserved.

CREDIT RATINGS ISSUED BY MOODY'S CREDIT RATINGS AFFILIATES ARE THEIR CURRENT OPINIONS OF THE RELATIVE FUTURE CREDIT RISK OF ENTITIES, CREDIT COMMITMENTS, OR DEBT OR DEBT-LIKE SECURITIES, AND MATERIALS, PRODUCTS, SERVICES AND INFORMATION PUBLISHED BY MOODY'S (COLLECTIVELY, "PUBLICATIONS") MAY INCLUDE SUCH CURRENT OPINIONS. MOODY'S DEFINES CREDIT RISK AS THE RISK THAT AN ENTITY MAY NOT MEET ITS CONTRACTUAL FINANCIAL OBLIGATIONS AS THEY COME DUE AND ANY ESTIMATED FINANCIAL LOSS IN THE EVENT OF DEFAULT OR IMPAIRMENT. SEE APPLICABLE MOODY'S RATING SYMBOLS AND DEFINITIONS PUBLISHED BY MOODY'S ANALYTICS, INC. AND/OR ITS AFFILIATES. MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS DO NOT ADDRESS ANY OTHER RISK, INCLUDING BUT NOT LIMITED TO: LIQUIDITY RISK, MARKET VALUE RISK, OR PRICE VOLATILITY. CREDIT RATINGS, NON-CREDIT ASSESSMENTS ("ASSESSMENTS"), AND OTHER OPINIONS INCLUDED IN MOODY'S PUBLICATIONS ARE NOT STATEMENTS OF CURRENT OR HISTORICAL FACT. MOODY'S PUBLICATIONS MAY ALSO INCLUDE QUANTITATIVE MODEL-BASED ESTIMATES OF CREDIT RISK AND RELATED OPINIONS OR COMMENTARY PUBLISHED BY MOODY'S ANALYTICS, INC. AND/OR ITS AFFILIATES. MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS DO NOT CONSTITUTE OR PROVIDE INVESTMENT OR FINANCIAL ADVICE, AND MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS ARE NOT AND DO NOT PROVIDE RECOMMENDATIONS TO PURCHASE, SELL, OR HOLD PARTICULAR SECURITIES. MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS DO NOT COMMENT ON THE SUITABILITY OF AN INVESTMENT FOR ANY PARTICULAR INVESTOR. MOODY'S ISSUES ITS CREDIT RATINGS, ASSESSMENTS AND OTHER OPINIONS AND PUBLISHES ITS PUBLICATIONS WITH THE EXPECTATION AND UNDERSTANDING THAT EACH INVESTOR WILL, WITH DUE CARE, MAKE ITS OWN STUDY AND EVALUATION OF EACH SECURITY THAT IS UNDER CONSIDERATION FOR PURCHASE, HOLDING, OR SALE.

MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS, AND PUBLICATIONS ARE NOT INTENDED FOR USE BY RETAIL INVESTORS AND IT WOULD BE RECKLESS AND INAPPROPRIATE FOR RETAIL INVESTORS TO USE MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS OR PUBLICATIONS WHEN MAKING AN INVESTMENT DECISION. IF IN DOUBT YOU SHOULD CONTACT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER.

ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY LAW, INCLUDING BUT NOT LIMITED TO, COPYRIGHT LAW, AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT.

MOODY'S CREDIT RATINGS, ASSESSMENTS, OTHER OPINIONS AND PUBLICATIONS ARE NOT INTENDED FOR USE BY ANY PERSON AS A BENCHMARK AS THAT TERM IS DEFINED FOR REGULATORY PURPOSES AND MUST NOT BE USED IN ANY WAY THAT COULD RESULT IN THEM BEING CONSIDERED A BENCHMARK.

All information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, all information contained herein is provided "AS IS" without warranty of any kind. MOODY'S adopts all necessary measures so that the information it uses in assigning a credit rating is of sufficient quality and from sources MOODY'S considers to be reliable including, when appropriate, independent third-party sources. However, MOODY'S is not an auditor and cannot in every instance independently verify or validate information received in the rating process or in preparing its Publications.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability to any person or entity for any indirect, special, consequential, or incidental losses or damages whatsoever arising from or in connection with the information contained herein or the use of or inability to use any such information, even if MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers is advised in advance of the possibility of such losses or damages, including but not limited to: (a) any loss of present or prospective profits or (b) any loss or damage arising where the relevant financial instrument is not the subject of a particular credit rating assigned by MOODY'S.

To the extent permitted by law, MOODY'S and its directors, officers, employees, agents, representatives, licensors and suppliers disclaim liability for any direct or compensatory losses or damages caused to any person or entity, including but not limited to by any negligence (but excluding fraud, willful misconduct or any other type of liability that, for the avoidance of doubt, by law cannot be excluded) on the part of, or any contingency within or beyond the control of, MOODY'S or any of its directors, officers, employees, agents, representatives, licensors or suppliers, arising from or in connection with the information contained herein or the use of or inability to use any such information.

NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY CREDIT RATING, ASSESSMENT, OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER.

Moody's Investors Service, Inc., a wholly-owned credit rating agency subsidiary of Moody's Corporation ("MCO"), hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by Moody's Investors Service, Inc. have, prior to assignment of any credit rating, agreed to pay to Moody's Investors Service, Inc. for credit ratings opinions and services rendered by it fees ranging from \$1,000 to approximately \$5,000,000. MCO and Moody's Investors Service also maintain policies and procedures to address the independence of Moody's Investors Service credit ratings and credit rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold credit ratings from Moody's Investors Service and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually at www.moody.com under the heading "Investor Relations — Corporate Governance — Director and Shareholder Affiliation Policy."

Additional terms for Australia only: Any publication into Australia of this document is pursuant to the Australian Financial Services License of MOODY'S affiliate, Moody's Investors Service Pty Limited ABN 61 003 399 657 AFSL 336969 and/or Moody's Analytics Australia Pty Ltd ABN 94 105 136 972 AFSL 383569 (as applicable). This document is intended to be provided only to "wholesale clients" within the meaning of section 761G of the Corporations Act 2001. By continuing to access this document from within Australia, you represent to MOODY'S that you are, or are accessing the document as a representative of, a "wholesale client" and that neither you nor the entity you represent will directly or indirectly disseminate this document or its contents to "retail clients" within the meaning of section 761G of the Corporations Act 2001. MOODY'S credit rating is an opinion as to the creditworthiness of a debt obligation of the issuer, not on the equity securities of the issuer or any form of security that is available to retail investors.

Additional terms for Japan only: Moody's Japan K.K. ("MJKK") is a wholly-owned credit rating agency subsidiary of Moody's Group Japan G.K., which is wholly-owned by Moody's Overseas Holdings Inc., a wholly-owned subsidiary of MCO. Moody's SF Japan K.K. ("MSFJ") is a wholly-owned credit rating agency subsidiary of MJKK. MSFJ is not a Nationally Recognized Statistical Rating Organization ("NRSRO"). Therefore, credit ratings assigned by MSFJ are Non-NRSRO Credit Ratings. Non-NRSRO Credit Ratings are assigned by an entity that is not a NRSRO and, consequently, the rated obligation will not qualify for certain types of treatment under U.S. laws. MJKK and MSFJ are credit rating agencies registered with the Japan Financial Services Agency and their registration numbers are FSA Commissioner (Ratings) No. 2 and 3 respectively.

MJKK or MSFJ (as applicable) hereby disclose that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MJKK or MSFJ (as applicable) have, prior to assignment of any credit rating, agreed to pay to MJKK or MSFJ (as applicable) for credit ratings opinions and services rendered by it fees ranging from JPY125,000 to approximately JPY550,000,000.

MJKK and MSFJ also maintain policies and procedures to address Japanese regulatory requirements.

REPORT NUMBER

1285949

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

COUNTY AGENDA REQUEST

Page 13 of 127

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Recognition of Senior Financial Analyst, Stacy Bayer, for earning the Level 1 Local Finance Officer Certification in pursuing professional development in governmental finance, accounting, budgeting, and public finance topics.

Background/History/Details:

The Local Finance Officer Certification program is awarded through the Carl Vinson Institute of Government's financial management training program. Level 1 certification requires finance officers to participate in 108 hours of instruction about the intricacies of government budgeting, purchasing, accounting, and other public finance topics.

Certification courses must be completed within 3 years from the start of the program. Stacy began her courses in March 2020 and completed the final course in May 2022. She will now move on to the CVIOG Local Finance Officer Certification Level 2.

"These community leaders strengthened the skills they need to maintain sound accounting practices and build strong financial foundations for their governments", said, Tracy Arner, the Institute's financial management training program manager.

"Earning certification shows that these finance officers are committed to continually improving their skills and make them better equipped to help their local government operate more effectively," said Institute Director Laura Meadows.

What action are you seeking from the Board of Commissioners?

Recognition of Senior Financial Analyst, Stacy Bayer, for earning the Level 1 Local Finance Officer Certification in pursuing professional development in governmental finance, accounting, budgeting, and public finance topics.

If this item requires funding, please describe:

Not applicable

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman
 Edward Gibbons, Vice Chairman
 Eric K. Maxwell
 Charles W. Oddo
 Charles D. Rousseau

FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator
 Dennis A. Davenport, County Attorney
 Tameca P. Smith, County Clerk
 Marlena Edwards, Chief Deputy County Clerk



140 Stonewall Avenue West
 Public Meeting Room
 Fayetteville, GA 30214

MINUTES

June 23, 2022

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2nd and 4th Thursday of each month at 5:00 p.m.

Call to Order

Chairman Hearn called the June 23, 2022 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present. Commissioner Maxwell was absent.

Invocation and Pledge of Allegiance by Chairman Lee Hearn

Chairman Lee Hearn offered the Invocation and led the Board and audience in the Pledge of Allegiance.

Acceptance of Agenda

Vice Chairman Gibbons moved to accept the agenda as written. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

PROCLAMATION/RECOGNITION:**1. Recognition of the 2021-2022 Fayette County State Court Interns.**

State Court Judge Jason Thompson, on behalf of the Board, recognized State Court law school student interns. Fayette County State Court had the opportunity to host several internships during the 2021-2022 school year. Judge Thompson acknowledged the hard work and dedication of high school students: Mary Davis, Sara Anis Ali, Morgan McDaniel and Nash Glover; college student: Kevin Becerra-Cardoza; and Law School students: Christina Bowman, Cady Sikes, Taylor Blumenthal, Benjamin Appel and Alexis Nichols.

2. Recognition of the retirement of Mr. George Knight for 23 years of volunteer service with the Fayette County Fire & Emergency Services.

Fire Chief Hill, on behalf of, the Board recognized Mr. George Knight for 23 years of volunteer service with Fayette County Fire & Emergency Services. Chief Hill stated that Mr. Knight had volunteered with Fire and Emergency Management Services in Fayette County for 23 years in various capacities. He added that Mr. Knight had previously volunteered with American Red Cross prior to his tenure with the Fire Department, aiding with food, shelter, and clothing needs after disasters and residential fires. Mr. Knight became a Georgia Certified Emergency Manager as he specialized in assisting EMA with all phases of Emergency Management. Chief Hill presented Mr. Knight with a plaque in appreciation of 23 Years of Dedicated Service to the Citizens of Fayette County.

PUBLIC HEARING:

3. Second of two Public Hearings on Fayette County's proposed annual budget for Fiscal Year 2023 which begins on July 1, 2022 and ends June 30, 2023 and to approve Resolution 2022-05 to adopt the Fiscal Year 2023 Annual Budget.

Chief Financial Officer Sheryl Weinmann presented an overview of the proposed FY2023 Budget. She stated that the Board had already seen some of the slides being outlined in previous Budget presentations. She continued stating that the General Fund Balance-Financial Projection for FY2022 was a projection of how staff felt FY2022 would end. Ms. Weinmann highlighted the top two footnotes noting that both the Stormwater Advance repayment and the Defined Benefit \$1.5M contribution, had already taken place. Ms. Weinmann stated that the FY2023 impact to Fund Balance was \$959,060 the included all the revisions presented to the Board at the first Budget Public Hearing.

Ms. Weinman presented the Board with one additional Budget revision. This revision impacted the Clerk of Superior Court budget. She stated that this revision would convert two part time Deputy Clerk positions to one full time Deputy Clerk III position. Ms. Weinmann stated that this revision would cause a net reduction of 0.53 Full Time Employees. She stated that this would be a negative impact to the Fund Balance of \$16,040, because it would cause an increase to the expense budget.

Ms. Weinman added that this revision would change the County's overall FTE count by 0.53, bring the total number of full-time employees to 759 and part time employees to 31 equaling a total of 771.86 County wide.

Ms. Weinmann continued stating that including this revision into the FY2023 budget the impact to fund balance would be \$943,020.

She stated that the FY2023 Budget highlights reminded the same except the General Fund was \$943,060. The Rolling 5-Year Capital Improvement Program (CIP) was fully funded with \$8,058,111. Ms. Weinmann stated that there was no proposed millage rate increases for the General Fund; however, not rolling back would require advertising as a property tax increase. This leaves the millage rate at 4.034 and was considered a 14.5% increase verses the rollback. She stated that there was a proposed millage rate increase from 0.456 to 0.50 for EMS. This would be advertised as a 9.65% increase. Ms. Weinman asked the Board to adopt the Fiscal Year 2023 Budget and to approve Resolution 2022-05.

No one spoke in favor or in opposition.

Vice Chairman Gibbons moved to approve Fayette County's proposed annual budget for Fiscal Year 2023 which begins on July 1, 2022 and ends June 30, 2023 and to approve Resolution 2022-05 to adopt the Fiscal Year 2023 Annual Budget. Commissioner Oddo seconded.

Chairman Hearn stated that he was very pleased with this budget and felt it was very reasonable. And stated that he appreciated the hard work of staff in putting it together. He noted this was a good example of a team effort, because it took the collaboration of several departments as well as constitutional officers.

Commissioner Oddo congratulated everybody involved in working on the budget for a job well done.

Vice Chairman Gibbons moved to approve Fayette County's proposed annual budget for Fiscal Year 2023 which begins on July 1, 2022 and ends June 30, 2023 and to approve Resolution 2022-05 to adopt the Fiscal Year 2023 Annual Budget. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

4. Consideration of Petition No. 1319-22, Ann Kimbell, Owner and David Weinstein, Agent, request to rezone 10.651 acres from O-I to M-1 for a Multi-Tenant Light Industrial Facility; property located in Land Lot 216 of the 5th District and front(s) on S.R. 85 and Carnes Drive.

Interim Planning and Zoning Director Chanelle Blaine stated that both staff and the Planning Commission recommended approval of Petition No. 1319-22, to rezone 10.651 acres from O-I to M-1 for a Multi-Tenant Light Industrial Facility; property located in Land Lot 216 of the 5th District and front(s) on S.R. 85 and Carnes Drive.

David Weinstein representative of the property owner provided the Board of a brief overview of the rezoning request. He noted why this would be an appropriate zoning and explained how it would positively contribute to the economy of the County.

No one spoke in favor or in opposition

Commissioner Oddo moved to approve Petition No. 1319-22, Ann Kimbell, Owner and David Weinstein, Agent, request to rezone 10.651 acres from O-I to M-1 for a Multi-Tenant Light Industrial Facility; property located in Land Lot 216 of the 5th District and front(s) on S.R. 85 and Carnes Drive. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

PUBLIC COMMENT:

Vernon Strickland of Atlanta stated that he was an attorney speaking on behalf of Greenlife Services and More Inc. and Mr. Daniel Webster. Mr. Strickland stated that he was before the Board in response to the recent award for an invitation to bid # 2049-B for grass cutting services. Mr. Strickland stated that, as outlined in the bid invitation, there were several requirements under the scope of work for the bid, that the awardee would have to meet. He stated that his client was not awarded the bid, but it was awarded to a different company, who he felt did not meet the outlined bid requirements. Mr. Strickland continued stating that his client Mr. Webster challenged the bid award and later received a rejection to his challenge. Mr. Strickland stated that he did correspond with Ted Crumbley and Ted Burgess as well as received records via the Open Records regarding the award of Bid# 2049-B. Mr. Strickland concluded stating that his purpose was to bring this to the attention of the Board and the public. As well as request relief that the Board would stay this bid award until the bid award could properly be explained and adjudicated. He also asked that the Board would rescind the notice of intent to award Bid 2049-B to have it re-evaluated.

George Von Walt hausen of Fayetteville expressed his dissatisfaction and concerns regarding agenda item #8 regarding the elevated water distribution storage tank on the Trilith Studios property. Mr. Von Walt Hausen stated that he felt that Trilith should build their own water tower and the County could lease the services from them. He concluded stating that the County should focus on addressing the Piedmont Fayette Hospital water problem.

CONSENT AGENDA:

Vice Chairman Gibbons moved to accept the Consent Agenda as written. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

5. Approval of the May 13, 2022 Fiscal Year 2023 Retreat Meeting Minutes.

6. Approval of the June 9, 2022 Board of Commissioners Meeting Minutes.

OLD BUSINESS:

NEW BUSINESS:

7. Request to enter into a Memorandum of Understanding with Trilith Studios to accept a donation for \$1.25 million, for locating and constructing a Fayette County Water System Storage Tank at Trilith Studios.

County Administrator Steve Rapson stated that following two items were companion items. He stated that discussions of building a water tower with Trilith go back to 2015. During that time Trilith began the preliminary work of developing an "iconic" water

tower as a part of the development they comprised a cost analysis and determined the cost of the tower would be about \$750K. Mr. Rapson stated they then reached out to the County to determine if this was a project, they would be interested in doing. He noted that during that time the County was in the early phase of developing the Connectivity Plan which include the safe yield analysis, long term water demand project, design pressure modeling, and the 20-year storage gap analysis. He continued stating that this was the first time since these discussions began that all the pieces came together and data from the gap analysis showed that a water tower would be needed in the future. Mr. Rapson stated that the recommendation from the gap analysis was to construct a water tower that could hold between 500K-1M gallons of water. With this in mind, Trilith Studios continuing discussions of a water tower, stated that they like the "iconic" Hollywood feature. Mr. Rapson stated that in consultation with Arcadis, the County's Water Systems' engineer of record, via their analysis it was determined that that timing, the need, the location and the opportunity all aligned. Mr. Rapson stated that upon further conversation with Trilith the County developed a Memorandum of Understanding (MOU) that outlined the project details. He noted that the County would agree if Trilith built the feature it would have to be a fully functioning water tower and part of the Fayette County Water System, and would include pumps, and would serve water qualities for the future. He stated that this project in his opinion was a win-win situation. Mr. Rapson stated that the project had been engineered, vetted, it would provide the redundancy needed in those locations, and would support the entire distribution system. Mr. Rapson stated in response to previous comments made that the construction of this project had no effect on citizen property taxes. The Water System was an enterprise fund and operated as a business, separate from tax-payer dollars. This project would benefit Water System customers and the rates associated with water customers. This project would yield a \$2.5M water tower that would facilitate moving the Water System forward over the next 10-15 years at 50% of the cost. Mr. Rapson stated that the Memorandum of Understanding (MOU) included a component that articulated specifics regarding the actual water tower location. He continued stated that Trilith would have the ability to place designs on the tower, which he assumed would be movie related. He noted that restriction that Trilith would not be allowed on the tower without the County's permission would be outlined within the Memorandum of Understanding (MOU), and noted that they would have rights as it related to the design features of the tower. Mr. Rapson stated that Trilith has agreed to the framework of the Memorandum of Understanding (MOU). He concluded stating that with Board approval the Memorandum of Understanding (MOU) would be developed into a contract with an Intergovernmental Agreement (IGA) that would be presented before the Board for ratification.

Chairman Hearn expressed his appreciation to Trilith for their willingness to assist Fayette County, and felt it was a win-win situation for both parties. He stated that he would want County staff to be involved in the approval process of any design and asked that it be done tastefully.

Commissioner Rousseau also thanked Trilith for their willingness to help in such a critical piece of service delivery for the community. He stated that the tower would be a public piece of property and added that he had serious concern as it related to the design aspect of the tower. Commissioner Rousseau stated that he felt the language regarding the design of the tower needed to be strengthened. He stated that he did not review any language that specified more intimately the design approval and disapproval process of what could be placed on the tower. He asked if an amenable adjustment could be made to the design "oversight" language of the Memorandum of Understanding (MOU).

Mr. Rapson stated that they would strengthen that part when the Intergovernmental Agreement (IGA) was presented before the Board.

Commissioner Oddo stated that the water needs of the County was being analyzed continually and on an ongoing basis. He stated that he recalled discussions of a project like this over the years during his time on the Water Committee. Commissioner Oddo noted that this was not a spur of the moment decision but was years in the making and now was the time that all the circumstances worked out. He concluded stating that this project would be a great benefit to water customer County wide.

Vice Chairman Gibbons moved to approve to enter into a Memorandum of Understanding with Trilith Studios to accept a donation for \$1.25 million, for locating and constructing a Fayette County Water System Storage Tank at Trilith Studios. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

- 8. Request to approve Arcadis, Contract #1867-P, Task Order #22-14, to provide engineering and design services during all design phases of an elevated water distribution storage tank on the Trilith Studios property, with a not-to-exceed amount of \$221,509.**

Commissioner Oddo moved to approve Arcadis, Contract #1867-P, Task Order #22-14, to provide engineering and design services during all design phases of an elevated water distribution storage tank on the Trilith Studios property, with a not-to-exceed amount of \$221,509. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

- 9. Request to approve Contract 1825-B, Task Order #16 for Annual Contract for Waterline Extensions for fiscal year 2022, to allow Shockley Plumbing, Water System's on-call contractor, to finish the Veteran's Parkway water main extension by performing horizontal directional drilling, with a not-to-exceed amount of \$359,044.**

Water System Director Vanessa Tigert stated that the Veteran's Parkway waterline extension was initiated last year, which extended from Georgia Military College to the watermain on the southside of Highway 54. She stated that the project was only partially completed because they were unable to obtain an easement agreement. As a result, they had to alter the plan and move west of the yield on Highway 54 and bore under Highway 54. Ms. Tigert stated that this request had previously been before the Board but because of the need to increase the linear footage to bore under Highway 54 the cost increased.

Vice Chairman Gibbons moved to approve Contract 1825-B, Task Order #16 for Annual Contract for Waterline Extensions for fiscal year 2022, to allow Shockley Plumbing, Water System's on-call contractor, to finish the Veteran's Parkway water main extension by performing horizontal directional drilling, with a not-to-exceed amount of \$359,044. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

- 10. Request to award Contract #2089-A, Change Order #1 Utility Locating to Badger Daylighting, Inc. to provide large project utility locating of Water System infrastructure for a not-to-exceed amount of \$195,000.**

Field Operations Director, James Munster stated that this request was for approval of Contract #2089-A, Change Order #1 Utility Locating to Badger Daylighting, Inc. to provide large project utility locating of Water System infrastructure for a not-to-exceed amount of \$195,000. He stated that AT&T was planning to install more than 1 million feet of fiber optic cable in the Water System's service area during FY2023. Mr. Munster stated that as the water system was currently staff, they were unable to meet the demands of the "locate" needs. He stated that Badger Daylighting Inc. was the low bidder for the for a not-to-exceed amount of \$195,000.

Chairman Hearn asked as a point of clarification that because of the demand of the work staff was not able to meet, the County needed to award this contract.

Mr. Munster stated that was correct.

Chairman Hearn asked if Badger Daylighting, Inc. had been properly vetted.

Mr. Munster stated yes, they had been vetted. He noted that they had done work throughout the Country and had worked with the County in the past.

Chairman Hearn asked who would be liable if the "locate" were not appropriately done.

Mr. Munster stated that the contract outlined that Badger Daylighting, Inc. would assume liability for their locates and if the locates are off the mark or if damages occur, they would be responsible for the repairs.

Mr. Rapson added that AT&T was chasing Broadband funding, and in that vein approached the County asking if they could do the locates themselves. He stated that they would have to agree to assume liability for their locates and if the locates are off the

mark or if damages occur, they would be responsible for the repairs. Mr. Rapson stated that this was in the negotiation process. If an agreement were developed it would be presented before the Board for approval but would be a supplement to this contract.

Vice Chairman Gibbons moved to approve Contract #2089-A, Change Order #1 Utility Locating to Badger Daylighting, Inc. to provide large project utility locating of Water System infrastructure for a not-to-exceed amount of \$195,000. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

11. Request to award Bid #2077-B, to the responsive low bidders, Brenntag Mid-South, Inc., Chemtrade Chemicals US LLC and Southern States Chemical for water treatment chemicals, with a not-to-exceed amount of \$462,666.90.

Vice Chairman Gibbons moved to approve Bid #2077-B, to the responsive low bidders, Brenntag Mid-South, Inc., Chemtrade Chemicals US LLC and Southern States Chemical for water treatment chemicals, with a not-to-exceed amount of \$462,666.90. Commissioner Oddo seconded the motion. The motion passed 4-0. Commissioner Maxwell was absent.

12. Request to renew the annual bid #1821-B to Atlanta Paving and Concrete for asphalt milling services for fiscal year 2023, with a not-to-exceed amount of \$199,710.

Public Works Director Phil Mallon stated that the request was seeking Board approval to renew the annual bid #1821-B to Atlanta Paving and Concrete for asphalt milling services for fiscal year 2023, with a not-to-exceed amount of \$199,710.

Mr. Mallon stated that about half of the \$199K would go toward milling county roads and the remaining would go towards improvements and repairs of county parking lots.

Chairman Hearn asked if the County had done work with Atlanta Paving and Concrete in the past.

Mr. Mallon stated that yes, the County has done a lot of work with them and they scored excellently with the County.

Vice Chairman Gibbons moved to approve to renew the annual bid #1821-B to Atlanta Paving and Concrete for asphalt milling services for fiscal year 2023, with a not-to-exceed amount of \$199,710. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

13. Request to award Contract #2018-P, Task Order #5, to Pond and Company, in the amount of \$32,500, for completion of Architecture & Engineering services for the new Animal Shelter.

Mr. Rapson stated that the County was notified by the original contractor and advised that the business had been dissolved. This request would be using the County's engineer of record, Pond and Company, to complete the Architecture & Engineering services for the new Animal Shelter.

Chairman Hearn asked what the initial contract amount was.

Mr. Rapson stated that the initial contract amount totaled \$95,170.

Vice Chairman Gibbons moved to approve Contract #2018-P, Task Order #5, to Pond and Company, in the amount of \$32,500, for completion of Architecture & Engineering services for the new Animal Shelter. Commissioner Oddo seconded.

Commissioner Rousseau asked about the ownership of the draft documents they had previously been completed.

Mr. Rapson stated that those documents had been sent to Pond for review and whatever needed to be redone would be included in \$32,500. He stated that the County owned the draft documents.

Vice Chairman Gibbons moved to approve Contract #2018-P, Task Order #5, to Pond and Company, in the amount of \$32,500, for completion of Architecture & Engineering services for the new Animal Shelter. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

14. Request to approve Contract #2007-A, Change Order #1 to Mallett Consulting, Inc. in the amount of \$227,300 for additional Project Management work on the Justice Center build-out, and to transfer \$212,300 from General Fund Project Contingency and \$45,000 from County Administration M&O, to fully fund the contract.

Mr. Rapson stated that this project was discussed at the 2023 County Retreat. This request was seeking approval of Contract #2007-A, Change Order #1 to Mallett Consulting, Inc. in the amount of \$227,300 for additional Project Management work on the Justice Center build-out, and to transfer \$212,300 from General Fund Project Contingency and \$45,000 from County Administration M&O, to fully fund the contract. He stated that this project did constitute a material change in scope because of the increase in cost. Mr. Rapson stated that because the prices had increase so much that even with low bid price to complete the project the cost was more than doubled.

Vice Chairman expressed his appreciation for David Jaeger on this project. He noted that his years of experience working directly with the development of the Justice Center was a an advantage.

Commissioner Oddo asked how long the project would take to complete.

David Jaeger with Mallett Consulting stated that this would be difficult to predict. He stated that the next phase of the project would be the design phase, which could take between 6-9 months to complete. From there would be a bid advertising for construction services by a general contractor. He continued stated that the construction phase would take about 18-24 months to complete. Mr. Jaeger stated that combined this project could take about 2.5-3 years to complete.

Commissioner Hearn thanked Mr. Jaeger and expressed his appreciation for his institutional knowledge and stated that he anticipated he would do a good of a job.

Vice Chairman Gibbons moved to approve Contract #2007-A, Change Order #1 to Mallett Consulting, Inc. in the amount of \$227,300 for additional Project Management work on the Justice Center build-out, and to transfer \$212,300 from General Fund Project Contingency and \$45,000 from County Administration M&O, to fully fund the contract. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

15. Request to approve Contract #1767-S, Public Health Architectural Services, Change Order #4, for Jefferson Browne Gresham Architects, Inc., in the amount of \$225,000 for the completion of Construction Documents for the Public Health Building.

Mr. Rapson stated that items #15 & #16 were sister items. He stated that these were regarding the Public Health Building and were change orders as a direct result of the how much the scope of the project had grown. This request was for Contract #1767-S, Public Health Architectural Services, Change Order #4, for Jefferson Browne Gresham Architects, Inc., in the amount of \$225,000 for the completion of Construction Documents for the Public Health Building, which would be transferred to Morgan Mill Consulting for the program management portion. Mr. Rapson stated that the project had morphed from a \$5.3.M to \$13M and rapidly increasing.

Commissioner Rousseau stated that he viewed this an upgrade the County's service delivery strategy for the future. He stated that as a community that was aging in place and in light of heightened focus on mental health this Public Health Building was needed. He stated that in his estimation this would be a critical piece of service delivery and a wise investment in the care and well-being of the community and its residents.

Commissioner Rousseau moved to approve Contract #1767-S, Public Health Architectural Services, Change Order #4, for Jefferson Browne Gresham Architects, Inc., in the amount of \$225,000 for the completion of Construction Documents for the Public Health Building. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

16. Request to approve Contract #1975-S, Health Facility Project Management Change Order #2, for Morgan Mill Consulting in the amount of \$36,350 for the Construction Phase line item of the contract.

Vice Chairman Gibbons moved to approve Contract #1975-S, Health Facility Project Management Change Order #2, for Morgan Mill Consulting in the amount of \$36,350 for the Construction Phase line item of the contract. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

ADMINISTRATOR'S REPORTS:

Mr. Rapson stated in response to public comments regarding Greenlife Services and More Inc. that it was bid protest for grass cutting service. He stated that a letter was sent out on June 14, 2022 and was now forwarded over to the County Attorney Dennis Davenport since attorneys were involved. He stated that he had already addressed majority of Mr. Von Walt Hausen concerns but noted that he did not understand his questions regarding water issues at Piedmont Fayette Hospital but advised he would reach out to the hospital and check if they had any concerns. Mr. Rapson reminded everyone that Monday July 4, 2022 was the 4th of July Holiday and that the Administrative Complex would be closed.

ATTORNEY'S REPORTS:

Notice of Executive Session: County Attorney Dennis Davenport stated that there were five items for Executive Session. Four items involving real estate acquisition and the review of the Executive Session minutes for June 9, 2022.

COMMISSIONERS' REPORTS:

Vice Chairman Gibbons

Vice Chairman Gibbons congratulated Commissioner Maxwell on his pending nuptials, wishing them a happy marriage.

EXECUTIVE SESSION:

Four items involving real estate acquisition and the review of the Executive Session minutes for June 9, 2022. Commissioner Oddo moved to go into Executive Session. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The Board recessed into Executive Session at 6:17 p.m. and returned to Official Session at 6:48 p.m.

Return to Official Session and Approval to Sign the Executive Session Affidavit: Commissioner Oddo moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

Executive Session Minutes: Commissioner Oddo moved to approve the June 9, 2022 Executive Session Minutes. Vice Chairman Gibbons seconded. The motion passed 4-0. Commissioner Maxwell was absent.

ADJOURNMENT:

Vice Chairman Gibbons moved to adjourn the June 23, 2022 Board of Commissioners meeting. Commissioner Oddo seconded. The motion passed 4-0. Commissioner Maxwell was absent.

The June 23, 2022 Board of Commissioners meeting adjourned at 6:48 p.m.

Marlena M. Edwards, Chief Deputy County Clerk

Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 14th day of July 2022. Attachments are available upon request at the County Clerk's Office.

Marlena Edwards, Chief Deputy County Clerk

COUNTY AGENDA REQUEST

Page 23 of 127

Department:

Presenter(s):

Meeting Date:

Type of Request:

Wording for the Agenda:

Request to approve the "Agreement for Grant Program" to accept the grant amount of \$300,000 from the Georgia Transportation Infrastructure Bank (GTIB) for the SR 92 and Hampton Road intersection project (2004 SPLOST #R-21).

Background/History/Details:

On November 9, 2021 the Board of Commissioners authorized staff to apply for a Georgia Transportation Infrastructure Bank (GTIB) grant for the construction phase of the Hampton Road intersection projects. The grant was awarded, in full, and execution of the attached Agreement is required to secure the money.

What action are you seeking from the Board of Commissioners?

Approval of the "Agreement for Grant Program" to accept the grant amount of \$300,000 from the Georgia Transportation Infrastructure Bank (GTIB) for the SR 92 and Hampton Road intersection project (2004 SPLOST #R-21).

If this item requires funding, please describe:

This is a grant to offset construction costs for 2004 SPLOST project R-21. The BOC established a budget of \$3,000,000 for the project on March 8, 2018.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?*

Backup Provided with Request?

*** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

Staff Notes:

Carrie Gibby with Fayette County Water System advised the Board that the purpose of the Water Committee was to fully explore water issues concerning Fayette County citizens and water customers, to provide recommendations for short- and long-term priorities, to provide education in the community regarding water resources and to provide a forum for citizens and customers to express their concerns. Mrs. Gibby stated that currently there were two citizens positions available with three applicants submitting applications.

Vice Chairman stated he noticed in reviewing the November 9, 2021 agenda packet that Mr. Holland had moved to Sharpsburg in 2020 but was planning to relocate back to Fayette County. He asked if it had been verified that Mr. Holland had moved back into the County.

Mrs. Giibby stated yes it had been verified.

Vice Chairman Gibbons moved to appoint William "Bill" Holland to the Fayette County Water Committee for a term beginning January 1, 2022 and expiring December 31, 2025. Commissioner Oddo seconded. The motion passed 5-0.

10. Consideration of a recommendation from the Selection Committee comprised of Fayette County Staff, to appoint Clinton Holland to the Fayette County Water Committee for an unexpired term beginning immediately and expiring December 31, 2024.

Mr. Rapson stated that both William Holland and Clinton Holland were in attendance at the Board Meeting. He added that although they were like minded, they were not related.

Vice Chairman Gibbons moved to approve to appoint Clinton Holland to the Fayette County Water Committee for an unexpired term beginning immediately and expiring December 31, 2024. Commissioner Oddo seconded. The motion passed 5-0.

11. Consideration of staff's request to submit a grant application for \$300,000 to the Georgia Transportation Infrastructure Bank (GTIB) for the SR 92 and Hampton Road intersections project (2004 SPLOST #R-21).

Public Works Director Phil Mallon stated that the Board was most likely aware that the County was in the final third of the design of an intersection improvement in the Town of Woolsey. There were two Hampton Roads along State Route 92, and the proposed improvement was a combination R-cut roundabout. Mr. Mallon stated that the estimated total cost of the project was about \$3M. Mr. Mallon stated that the item before the Board was seeking approval to apply for a grant in the amount of \$300K from the State Road & Tollway Authority to help fund the project. He added that this grant was through the Georgia Transportation Infrastructure Bank (GTIB) Program. Mr. Mallon added that the County had been successful in receiving funds for the Veterans Parkway/State Route 92 traffic signals in previous years through this program.

Commissioner Maxwell expressed his concern regarding leaving available funding on the table that the County could tap into.

Mr. Mallon stated that past award amounts had been less than what was originally requested. Mr. Mallon stated that the project was happening one way or the other regardless as a result it would be difficult to ask for a high local match, but he would follow Board guidance on what to request.

Vice Chairman expressed his confidence in Mr. Mallon's judgment and request amount.

Chairman Hearn stated that he was inclined to stick with the \$300K, because there was no clear-cut answer on what the county should ask for.

Commissioner Oddo moved to approve to submit a grant application for \$300,000 to the Georgia Transportation Infrastructure Bank (GTIB) for the SR 92 and Hampton Road intersections project (2004 SPLOST #R-21). Vice Chairman Gibbons seconded. The motion passed 5-0.

12. Consideration of staff's recommendation to enhance recruitment and retention by shifting existing pay scale 10.45% for all positions; increasing public safety positions an additional 8.55%; with an effective start date of January 1, 2022.

Mr. Rapson stated that Fayette County Public Safety included the Sheriff's Office, Fire and Emergency Management Services, 911, and the Marshalls Office which encompasses about 54.6% of the County's workforce, everyone else being non-public safety. He stated that with this request staff was asking to enhance the recruitment and retention program, which was done in part about two years ago in the Sheriff's Department with a 9% increase. Mr. Rapson stated that this request was needed and was reactionary both from a social and economic perspective. He added that the goal was not only to attract and recruit quality officers and staff but also to retain these employees. Mr. Rapson provided an overview of the recruitment and retention proposal. He stated that these efforts were not isolated to Fayette County, recruitment and retention was a nationwide issue. As a result, the competitive recruitment climate had grown exponentially. He explained that there was a worker shortage, but not a work shortage. He noted that the pandemic had led to what has been deemed "The Great Resignation". Mr. Rapson stated that the County was in a battle against public and private agencies seeking talent and should competitively act like it. He stated that the workplace was increasingly becoming more competitive, and the goal was to retain quality employees. With that in mind higher salaries was the most glaring and alluring factor of a new compensation package. Mr. Rapson stated that statistically, unhappy employees would leave for 5.0%, and satisfied employees generally require a 20.0% increase before they consider resigning, as a result, salary was the most frequently cited reason by public safety officers for why they would leave a position. Mr. Rapson added that the difficulty in recruiting for Public Safety was multifaceted and was not only economic but simultaneously caused by social and political forces. He added that public perception of public safety had also significantly impacted interest in the profession and has become a sizable barrier to effective recruitment and retention. Not to mention the increase in Line-of-duty deaths become more highly publicized.

Mr. Rapson stated that a few of the challenges that would have to be overcome to have effective recruitment and retention included rebuilding community trust and public safety legitimacy, decreasing existing staff burned out, and acknowledgment of the limits on quality talent. He added that one of the most effective ways to attract and keep employees was through high pay. Offering an above-average salary would help lure "A-players" who would significantly impact service delivery to County residents. Mr. Rapson highlighted recent Public Safety compensation initiatives from Sandy Springs and Peachtree City. He noted that Sandy Springs approved a 20.0% pay raise for its Police Department, they approved a 5.0% cost of living adjustment and additional 15.0% salary increase, they established a hiring incentive of \$10,000 for every out-of-state hire and a \$4,000 hiring incentive for Georgia hires. Mr. Rapson stated that their Police Recruits start out at \$52,641.00. Police Officer 1 with four years of active-duty military service or a Georgia POST certified officer with 2-3 years' experience in law enforcement start at \$55,414.00. Mr. Rapson stated that Peachtree City approved a citywide 5.2% for all employees and an additional \$1,500 for all sworn/certified Police Officers and Firefighters., they also established a hiring incentive of \$3,500 for certified public safety positions and \$2,000 for all other positions. Peachtree City certified firefighter/paramedic starting was at \$52,280 with that increase going into effect October 25, 2021.

Mr. Rapson stated that with all this in mind, staff proposed raising the base starting pay for a POST Certified Public Safety Deputy Sheriff from \$42,117.13 to \$50,117.4, this carried a 19.00% percent increase. He added that this would include public safety across the board Sheriff's Office, Fire, Emergency Management Services, Marshal and 911 positions which represented 54.6% of the County's workforce. Mr. Rapson stated that all other county positions would receive a 10.45% increase, the reason for this increase was because the retention issue was not isolated to only public safety, currently as of November 9, 2021, there were 23 non-public safety job opening posted. This approach would "shift" the existing pay scale for all county employees 10.45% and then an additional 8.55% for public safety positions. Mr. Rapson acknowledged this program was not going to immediately solve the recruitment and retention issues over night, but it would make Fayette County more competitive. Mr.

GEORGIA TRANSPORTATION INFRASTRUCTURE BANK AGREEMENT FOR GRANT PROGRAM

THIS AGREEMENT FOR GRANT PROGRAM (the “Agreement”), dated _____, 2022 (the “Effective Date”) is made by and between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“SRTA”) (SRTA and the Georgia Transportation Infrastructure Bank shall be collectively referred to as “GTIB”), and Fayette County (the “Recipient”). The GTIB and Recipient may be referred to collectively as the “Parties” and individually as the “Party.”

WHEREAS, pursuant to O.C.G.A. § 32-10-121, an instrumentality of the State known as the Georgia Transportation Infrastructure Bank was created within SRTA;

WHEREAS, pursuant to O.C.G.A. § 32-10-120 et seq., the Georgia Transportation Infrastructure Bank is authorized to assist eligible Georgia government units with grants for the construction of certain eligible transportation projects; and

WHEREAS, Recipient represents to the GTIB that Recipient is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. DEFINITIONS. Any capitalized terms used in this Agreement that are not defined herein shall have the meanings ascribed to them in Exhibit A.

2. PROJECT. Recipient seeks partial funding for the project listed in **Exhibit B**, attached hereto and incorporated herein (the “Project”). The Project Scope is detailed in **Exhibit B**. Recipient shall notify the GTIB of any change to the Project Scope upon the earlier of (a) seven (7) business days after Recipient is aware of the circumstances requiring such change or (b) Recipient’s execution of documentation reflecting such change. After evaluation of the change, the GTIB shall advise the Recipient as expeditiously as possible if the change will result in a default of this Agreement pursuant to **Section 15 (Event of Default/Remedies)**.

3. GRANT AND ACCEPTANCE. The GTIB hereby makes and Recipient hereby accepts this grant for a transportation project (“Grant”) in the Grant Amount for the Grant Purpose upon the terms and conditions of this Agreement. The Recipient agrees that the Grant Amount (a) will be spent pursuant to the breakdown set forth in **Exhibit B** and pursuant to the terms of this Agreement and (b) will not be used for expenses already incurred or paid for by Recipient before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the GTIB. If Recipient does not use the Grant Amount pursuant to the breakdown set forth in **Exhibit B**, then Recipient shall advise the GTIB immediately of such change. Any revision to the breakdown of the Grant Amount as set forth in **Exhibit B** must be agreed to by the Parties and evidenced by an amendment to this Agreement. In the event a reallocation cannot be agreed to or a reallocation is not otherwise needed, then the Recipient’s authority to expend or contractually obligate the unencumbered Grant Amount will expire upon notification to the Recipient by the GTIB. If the GTIB delivered the Grant Amount to the Recipient, then that portion of the Grant Amount that will not be reallocated must be repaid to the GTIB no later than thirty (30) days after notification to the Recipient by the GTIB.

4. PROJECT BUDGET. The Project Budget is set forth in **Exhibit B**. Recipient has already obtained or otherwise received commitments for other funding for the Project (collectively, “Other Funding”), which Other Funding is more specifically set forth in the grant application and associated documentation completed by Recipient and furnished to the GTIB prior to the Effective Date (collectively, “Grant Application”), which Grant Application is incorporated herein by reference as **Exhibit C**. Recipient must notify the GTIB within 15 days of any changes to the Project Budget that may result in the reduction and/or elimination of some or all of the Other Funding or the Grant Amount.

5. DEADLINES.

5.1. Expend/Obligate Grant Amount. Recipient must expend or contractually obligate the full amount of the Grant Amount no later than the Expiration Date. On the Expiration Date, Recipient's authority to expend or obligate contractually the unencumbered Grant Amount will expire. The Expiration Date may be extended by one year only upon mutual written consent, in the form of an amendment to this Agreement, signed by both Parties.

5.2. Duty to Wrap Up. Recipient will manage the Project, retain a contractor to manage the Project, or contract with a governmental unit to manage the Project and impose terms in any related contracts so as to fulfill the Grant Purpose within six (6) months of the Expiration Date ("Wrap Up Date"). No later than thirty (30) days following the Wrap Up Date, Recipient must return to GTIB any unspent Grant Amount, whether contractually obligated or not, unless the GTIB consents, in its sole discretion, to a new deadline in writing.

6. GRANT CONTINGENCY FUNDS. If Recipient designates and the GTIB approves all or a portion of the Grant Amount to be used for a reserve (e.g., use in the event of an item overrun) or other contingency, as more specifically set forth in the Grant Application ("Grant Contingency Funds"), and a portion of the Grant Contingency Funds remain unencumbered upon the earlier of the completion of the phase in which the contingency was allocated or upon the Expiration Date ("Expiration of Grant Contingency Funds"), then upon the Expiration of the Grant Contingency Funds the Recipient's authority to expend or contractually obligate the unencumbered Grant Contingency Funds will expire. If the GTIB delivered Grant Contingency Funds to the Recipient pursuant to **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**, then that portion of the Grant Contingency Funds that Recipient has not spent or contractually obligated by the Expiration of Grant Contingency Funds, must be repaid to the GTIB no later than thirty (30) days after the Expiration of Grant Contingency Funds.

7. ACCOUNTABILITY.

7.1. Accounting. Recipient will account for the Grant Amount in accordance with generally accepted governmental accounting standards. Recipient will also account for the Grant Amount and keep track of the application of the Grant Amount in such a way that Recipient's receipt, deposit, budgeting, contractual commitment, expenditure and uses may be determined and confirmed chronologically by auditors at all times. In its contracts with vendors and other third parties for the expenditure of the Grant Amount, Recipient will require its vendors and other third parties to account for the receipt and expenditures in accordance with generally accepted accounting principles.

7.2. Audit. Recipient will allow and cooperate with any audit or investigation of grant administration requested or undertaken by the GTIB, the State Auditor or other officers of the State with power to conduct or request such audit or investigation. In its contracts with vendors and other third parties for the expenditure of Grant Amount, Recipient will require such parties to allow and cooperate with such audits. The requirements of this **Paragraph 7.2** are in addition to those contained in **Paragraphs 8.4 (Verification) and 8.5 (Disbursement of Grant Amount)**.

7.3. Records Retention. Recipient will maintain the records described in **Paragraph 7.1 (Accounting)** for at least five (5) years after the latter to occur: Recipient has fully spent the Grant Amount or the Project in its entirety is completed.

7.4. Written Contracts. Any expenditure or obligation of the Grant Amount by Recipient to a third party must be pursuant to a written contract.

7.5. Statutory Certification.

7.5.1. Grants in Excess of \$5,000. If the Grant Amount is greater than \$5,000, then this Grant is conditioned upon receipt by the State Auditor of the properly completed grant certification form or forms as required by O.C.G.A. § 36-81-8.1. The GTIB believes that **Exhibit D**, attached hereto and incorporated herein, is the current *Grant Certification Form and Independent Accountant's Report* designated by the State Auditor, but Recipient must determine from the State Auditor the correct form to use at the time for submission. Recipient must cause the Grant Certification Form and Independent Accountant's Report to be filed with the State Auditor for each fiscal year in which Recipient expends all or a portion of the Grant Amount and/or after which Recipient has an unexpended balance in Grant Amount. The Grant Certification Form and

Independent Accountant's Report must be filed with the State Auditor in conjunction with the periodic audits or reports required of Recipient under O.C.G.A. § 36-81-7 by the time such audit or report is due, annually unless Recipient qualifies and elects to proceed with a biennial audit under O.C.G.A. § 36-81-7(a)(2).

7.5.2. Grants of \$5,000 or less. If the Grant Amount is equal to or less than \$5,000, Recipient must submit to the State Auditor the properly completed grant certification form required by subsection (b) of O.C.G.A. § 36-81-8.1 and **Paragraph 7.5.1 (Grants in Excess of \$5,000)**, except that Recipient may certify alone that the Grant Amount was used solely for the Grant Purpose without certification by its independent auditor.

7.6. Quarterly Project Status Update. Commencing three (3) months after the Effective Date and continuing every three (3) months thereafter through and until the expiration of this Agreement or the completion of the Project, whichever occurs later, the Recipient shall complete the Quarterly Project Status Update using the form attached as **Exhibit E**, and forward the same to: Chief Communications Officer, SRTA, 245 Peachtree Center Avenue, Suite 2200, Atlanta, GA 30303.

8. PAYMENT.

8.1. Draw Request. The GTIB agrees to make disbursements of the Grant Amount to the Recipient in accordance with Paragraph 8 and the Project Budget. To the extent Recipient seeks Grant Contingency Funds, Recipient shall follow the procedures set forth in **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**. Recipient shall deliver to the GTIB a draw request in the same form as is attached hereto as **Exhibit F** and incorporated herein ("Draw Request") no later than 5:00 P.M. on the 20th day of each month subsequent to the month in which work was performed that will be paid for, in whole or in part with the Grant Amount. Supporting documentation, as is more detailed in **Exhibit F**, shall be submitted with each Draw Request. Each Draw Request must be signed by an authorized representative of the Recipient. Recipient must also attach to each Draw Request a completed Project Engineer certification in the same form as set forth in **Exhibit G**, attached hereto and incorporated herein, and signed by the Project Engineer.

8.2. Monthly Draws. The Recipient shall submit a Draw Request not more frequently than monthly.

8.3. Monitoring, Audits. Upon request, the Recipient agrees to provide the GTIB or the GTIB's designee with any information the GTIB deems necessary to monitor the performance of this Agreement, and further agrees that the Grant Amount shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all of the funds received by Recipient under this grant Agreement. The Recipient understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall disqualify Recipient from receiving any further grants or loans from the GTIB or further payments pursuant to this Grant Agreement until such time as the GTIB, in its sole determination, satisfactorily resolves any issues.

8.4. Verification. The GTIB or its designee shall have the right but not the obligation, to verify the contents of each Draw Request or Recipient's compliance with this Agreement. Verification can take the form of but shall not be limited to a site visit, inspection of supplies delivered, or asking Recipient, its contractors or the Project Engineer questions concerning the Project or this Agreement. Recipient agrees that it will cooperate with and assist the GTIB in all ways reasonably necessary to allow the GTIB to perform verification and respond to any of the GTIB's questions within seven (7) Business Days of the GTIB's request. If GTIB cannot verify the contents of any Draw Request or verify that Recipient is complying with the terms of this Agreement, then the GTIB will advise the Recipient of its findings. The Recipient shall then have ten (10) Business Days in which to submit additional information or perform certain actions so that the GTIB is able to verify compliance. If the GTIB is still unable to verify compliance as set forth above or if the Recipient did not furnish any additional information, then the GTIB will disapprove the Draw Request and/or pursue its rights under **Section 15 (Events of Default/Remedies)**.

8.5. Disbursement of Grant Amount. Provided all the conditions in **Section 8 and Exhibit F** have been met to GTIB's satisfaction, and Recipient is not otherwise in breach of this Agreement, the GTIB will approve disbursement within ten (10) Business Days of the later of verification, if any, undertaken by the GTIB pursuant to **Paragraph 8.4 (Verification)** or GTIB's receipt of a correct and complete Draw Request. If a particular line item of work is being paid by Recipient on a lump sum basis, the amount due to the Recipient each month for

such work will be determined by the percentage of that work completed, or task milestones or deliverables achieved. Within twenty-one (21) Days from the GTIB's approval of a Draw Request, the GTIB will transfer payment as set forth above to the account designated by the Recipient. Disbursement of all or a portion of the Grant Amount shall not be interpreted as GTIB's acceptance or agreement that the work was performed in compliance with this Agreement or with any other applicable law, rule, regulation or ordinance, regardless of whether the GTIB performed monitoring/audits set forth in **Paragraph 8.3 (Monitoring, Audits)** or verification set forth in **Paragraph 8.4 (Verification)**.

8.6. Disbursement of Grant Contingency Funds. If the GTIB agrees to disburse the Grant Contingency Funds prior to Recipient expending or contractually obligating the Grant Contingency Funds, then no later than fourteen (14) Days after each disbursement to Recipient of the Grant Contingency Funds, Recipient shall forward to the GTIB an invoice containing the same information as required in **Paragraph 8.1 (Draw Request)**.

8.7. Source of Grant Amount. The GTIB's commitment to make distribution of the Grant Amount to the Recipient shall be a limited obligation of the GTIB, to be funded solely from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

9. PROJECT COMPLETION. Recipient anticipates that the Project will be completed by the Completion Date set forth in **Exhibit B**. Recipient shall notify the GTIB in writing of any changes to the Completion Date.

10. WAIVER/INDEMNIFICATION.

10.1. Waiver. The Recipient expressly acknowledges that the GTIB Parties in passing through the Grant Amount to Recipient, have neither assumed nor undertaken any legal duties to the Recipient or to any third party. The Recipient waives, releases, relinquishes, and discharges any and all claims or demands against the GTIB Parties for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Recipient and even if the GTIB Parties knew the existence of such claims. Recipient further understands and agrees that monitoring, auditing and/or verification performed by the GTIB pursuant to **Paragraphs 8.3 (Monitoring, Audits) and 8.4 (Verification)** is solely for GTIB's use and shall not be interpreted or used by Recipient (i) as GTIB's approval or acceptance of the work in compliance with this Agreement or in compliance with any applicable laws, rules, regulations and ordinances or (ii) for any other use. Recipient further waives as against the GTIB Parties all claims, liabilities, causes of action, fees, fines, expenses of any nature, including but not limited to reasonable attorneys' or experts' fees, and damages of any kind related in any way to such verification or certification.

10.2. Indemnification. Recipient hereby agrees to indemnify, defend, protect, and save harmless the GTIB Parties of and from any and all claims, demands, liabilities, loss, costs, or expenses for any loss or damage, fines, fees, and expenses, including but not limited to reasonable attorneys' and experts' fees, personal injury, including but not limited to death, and real and personal property damages caused by (a) any act or omission of Recipient, its agents, employees, contractors, subcontractors, suppliers, or others working at the direction of the Recipient or its contractor or any other person or entity working on Recipient's behalf (collectively, "Recipient Parties") or (b) the breach of this Agreement by Recipient. This indemnification applies even if a tort or negligent act of the GTIB Parties is partially responsible for the situation giving rise to the claim, but in such event this indemnification applies only to the extent of Recipient Parties' act(s) or omission(s) giving rise to the claim. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the GTIB of Administrative Services of the State of Georgia (collectively, the "STC Fund"), the Recipient agrees to reimburse the STC Fund for any monies paid out by the STC Fund related to or arising out of this Agreement.

10.3. Limitation of Liability. In no event shall the GTIB Parties be liable for any incidental, consequential, special, exemplary or indirect damages, lost business profits, lost funding, lost use of any facilities, or lost taxes, arising out of this Agreement. Subject to the provisions in this **Section 10 (Waiver/Indemnification)**, any GTIB liability shall be a limited obligation of the GTIB that in no event shall exceed the unused portion of the Grant Amount; provided further that such amount may only be funded from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

11. CONFLICTS OF INTEREST. The Recipient hereby attests that all of the officials of the Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.

12. LAWS, ETC. The entirety of the Project shall be constructed in accordance with all applicable federal, State and local laws, rules, regulations and ordinances and as otherwise set forth in the Grant Documents.

13. ENFORCEABLE AND LEGALLY BINDING ACTIONS. By entering into this Agreement, Recipient undertakes to have complied with all law applicable to its participation in the Agreement and to make the Agreement binding, including proper meeting conduct (in compliance with open meeting law requirements and otherwise) and with proper entries into its minutes.

14. WARRANTY. Recipient represents and warrants to the GTIB:

14.1. Grant Documents. The Grant Documents, the consummation of the transactions therein contemplated, and the compliance with all of the provisions thereof are the valid, legal, binding, and enforceable obligations of the Recipient. The officials of the Recipient executing the Grant Documents are fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Recipient to execute the Grant Documents on behalf of the Recipient.

14.2. Recipient Status. The Recipient has been duly created and is validly existing according to all State and local laws, rules, regulations and ordinances.

14.3. No Defaults. No event has occurred and no condition exists that would constitute an Event of Default as defined in **Section 15 (Events of Default/Remedies)** or that, with the lapse of time or with the giving of notice or both, would become an Event of Default.

14.4. Compliance with Law. To the knowledge of the Recipient, after making due inquiry with respect thereto, the Recipient is not in violation of any laws, ordinances, or governmental rules or regulations to which it or the Project is subject and has not failed to obtain any licenses, permits, or other governmental authorizations (which are presently obtainable) necessary to the Project or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the Project, and there have been no citations, notices, or orders of noncompliance related to the Project and issued to the Recipient under any such law, ordinance, rule, or regulation, except as disclosed in writing to the GTIB.

14.5. Disclosure. The representations of the Recipient contained in the Grant Documents and any certificate, document, written statement, or other instrument furnished by or on behalf of the Recipient to the GTIB in connection with the transactions contemplated hereby, do not and will not contain any untrue statement of a material fact and do not and will not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Recipient has not disclosed to the GTIB in writing that materially and adversely affects or in the future may (so far as the Recipient can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the ability of the Recipient to perform its obligations under the Grant Documents or any of the documents or transactions contemplated therein, which has not been set forth in writing to the GTIB or in the documents and instruments furnished to the GTIB by or on behalf of the Recipient prior to the Effective Date.

14.6. Project Compliance. The Project complies or will comply with all applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, ordinances and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

14.7. Financial Statements. The financial statements of the Recipient that have been provided to the GTIB in connection with the Grant present fairly the financial position of the Recipient as of the date thereof and the results of its operations and its cash flows for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Since

the date of the most recent annual financial statements for the Recipient delivered to the GTIB in connection with the Grant, there has been no material adverse change in the Recipient's financial condition, assets, management, control, operations, or prospects.

14.8. Grant Application. (i) All of the information contained in the Grant Application was, as of the date the Grant Application, and will remain, until the termination of this Agreement, complete, accurate and correct in every way, and (ii) the Recipient is not aware of any circumstances that may cause any information included in the Grant Application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.

14.9. Draw Request. All of the information that will be included in each Draw Request pursuant to **Paragraph 8.1 (Draw Request)** and the certifications furnished to GTIB as required in **Paragraph 8.1 (Draw Request)** will be true and correct in every way and form.

14.10 Reaffirmation. Each Draw Request by the Recipient pursuant to **Section 8 (Payment)** shall constitute a representation and warranty by the Recipient to the GTIB that the foregoing statements are true and correct on and as of the Effective Date as well as on and as of the date of the draw request.

15. EVENTS OF DEFAULT/REMEDIES.

15.1. Event of Default. Each of the following events shall constitute an Event of Default:

15.1.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)**;

15.1.2. Non-conforming Use. All or a portion of the Grant Amount was or will be spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement, which default shall continue for three (3) Business Days after the GTIB gives the Recipient written notice thereof;

15.1.3. Revised Project Scope. There is a change in the Project Scope such that the revised Project Scope, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.4. Revised Project Budget. A change in the Project Budget such that the revised budget, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.5. Breach of Representation or Warranty. Any representation or warranty made by the Recipient in any Grant Document that is false or misleading in any material respect; or

15.1.6. Additional Breach. Any default by the Recipient in the performance or observance of any term, condition or provision contained in any Grant Document and not referred to in **Paragraphs 15.1.1. through 15.1.5.** above, which default shall continue for thirty (30) Business Days after the GTIB gives the Recipient written notice thereof. If SRTA believes Recipient is using its best efforts to cure any breach included in this **Paragraph 15.1.6.**, then SRTA, in its sole discretion, may extend in writing the cure period provided for herein.

15.2. Remedies. If one or more Events of Default should occur, then the GTIB may declare the Recipient to be in default hereunder, and immediately exercise any of the following remedies, which are cumulative of one another and of all other remedies at law or in equity that the GTIB may have:

15.2.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)** will result in Recipient's forfeiture of the Grant and the Grant Amount, whether paid to Recipient or not and whether spent,

unspent, or contractually obligated. Upon demand, Recipient will repay and return to the GTIB the amount of any Grant Amount paid to Recipient.

15.2.2. Non-conforming Use. Recipient must repay the GTIB that portion of the Grant Amount spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement no later than the end of the month following any such expenditure or contractual commitment.

15.2.3. Return of Grant Amount. Upon demand, Recipient must repay the GTIB any and all portions of the Grant Amount forwarded to the Recipient by the GTIB.

15.2.4. Withholding of State Funds. If the Recipient fails to repay the GTIB all or a portion of the Grant Amount as required in the Agreement, then the GTIB shall notify the appropriate State officials who shall withhold all or a portion of the funds of the State and all funds administered by the State and its agencies, boards, and instrumentalities allotted or appropriated to Recipient and/or to the government under which Recipient operates and apply an amount of such withheld funds that is necessary to the payment of the amount due under this Agreement.

15.2.5. Withholding of Grants for Unresolved Findings. The GTIB may in its sole discretion withhold from Recipient any other grants so long as any audit or report findings respecting the Grant remain unresolved as determined by the GTIB in its sole discretion or during any other time in which Recipient is not in compliance with this Agreement, as determined by the GTIB in its sole discretion.

15.2.6. Other Remedies. Upon the occurrence of an Event of Default, the Recipient, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Grant Documents may appear necessary or desirable to collect the Grant and other amounts payable by the Recipient hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Recipient under the Grant Documents, including but not limited to requiring the Recipient to increase its levy of taxes to either two times the millage rate imposed on property owners on the Effective Date or to the maximum millage rate allowed by law, whichever is lower, until such time as all amounts due the GTIB under this Agreement have been fully paid.

15.2.7. Interest. Any Grant Amount required to be returned to GTIB under this **Paragraph 15** must be returned with interest at the rate of 1½% per month or the highest rate allowed by law, whichever is lower.

15.2.8. Termination of Grant. Upon the occurrence of an Event of Default, the GTIB may, in its discretion, by written notice to the Recipient, terminate its remaining commitment (if any) hereunder to make any further advances of the Grant, whereupon any such commitment shall terminate immediately.

15.3. Reservation of Rights. Nothing in this Agreement shall be deemed to (1) be a waiver by the GTIB of any statutory protection afforded to it, or (2) limit the right of the GTIB (i) to exercise self-help remedies including but not limited to set off, or (ii) to obtain from a court provisional or ancillary relief such as injunctive relief. Neither the exercise of self-help remedies nor the institution or maintenance of an action for provisional or ancillary remedies shall constitute a waiver of the right of the GTIB to litigate the merits of the controversy or claim occasioning resolve to such remedies.

15.4. Ante Litem Notices. No ante litem notice, including but not limited to O.C.G.A. § 36-11-1, will apply to claims for repayment of the Grant Amount or to any other claim, action or proceeding under or respecting this Agreement. To the extent that O.C.G.A. § 36-11-1 or other requirement of ante litem notice might apply, Recipient waives its application.

15.5. Recipient Responsible for GTIB's Expenses. All sums advanced and expenses incurred in connection with the foregoing, including, but not limited to, reasonable attorneys' fees incidental to the enforcement

by GTIB of any term of the Agreement shall be an indebtedness of the Recipient, evidenced by this Agreement.

16. TERMINATION. At such time as the GTIB is no longer obligated under this Agreement to make any further advances under the Grant and all principal, interest, or other amounts owing with respect to the Grant and hereunder have been finally and irrevocably repaid by the Recipient to the GTIB, and the period of time set forth in **Paragraph 7.3 (Records Retention)** has expired, this Agreement shall terminate.

17. SPECIAL CONDITIONS. Any special conditions applicable to this Agreement are set forth in **Exhibit H**, which is attached hereto and incorporated herein.

18. SIGNS. GTIB shall have the right to erect one or more signs on the Project publicizing its financing of the Project. The content and location of the signs shall be in GTIB's sole discretion provided that the signs shall not violate any local or state law regarding the size, content and location of the signs, and further provided that the location of the signs does not reasonably interfere with the construction of the Project. The signs shall remain posted on the Project until the completion of the Project in its entirety. If Recipient erects signage on or about the Project, on which Recipient's name or logo is to be placed, Recipient will also place SRTA's logo on such signage. Recipient will coordinate all aspects of signage with SRTA's Chief Communications Officer prior to ordering any such signs.

19. FULL FAITH AND CREDIT. To the extent permitted by law, the obligations and debt incurred by Recipient under this Agreement shall be backed by the full faith, credit and taxing power of the Recipient.

20. EXHIBITS. The following Exhibit is incorporated by reference into and made a part of this Agreement:

Exhibit C- Grant Application

The following Exhibits are attached hereto and incorporated into the Agreement:

Exhibit A- Definitions

Exhibit B- Project Information

Exhibit D- State Auditor Certificate

Exhibit E- Quarterly Project Status Update

Exhibit F- Draw Request

Exhibit G- Engineer Certification

Exhibit H- Special Provisions

Exhibit I- Georgia Environmental Protection Act

21. MISCELLANEOUS PROVISIONS.

21.1. Parties Bound. This Agreement will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.

21.2. Time of the Essence; Force Majeure. Time is of the essence for this Agreement. However, neither Party shall be liable to the other Party for any delay or failure of performance due to Force Majeure events. *Force Majeure* means any cause beyond the control of either Party, including but not limited to: (i) a tornado, flood or unusual weather occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or sabotage; or act of God provided that the Recipient shall not be required to settle any strike or labor disturbance in which it may be involved or (ii) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure and such Party does not control the administrative agency or governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure.

21.3. Governing Law and Venue. This Agreement shall be governed by Georgia law without regard to its conflict of laws rules. Venue shall be exclusively in the Superior Court of Fulton County, Georgia and the Parties consent to venue and jurisdiction in such court to the fullest extent permitted by law for any and all claims related to this Agreement.

21.4. Assignment. Recipient may not assign all or part of this Agreement to a third party without the prior written permission of GTIB, which may be granted or refused at the sole discretion of GTIB. Any assignment made in violation of this paragraph is hereby declared null and void.

21.5. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the Parties at the respective addresses set forth below. Notices will be deemed to have been given when received, or in the event of refusal to accept delivery, the day of the first attempt to deliver. Notice may also be given by email, provided a hard copy of the notice is also transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below.

For GTIB:

Cindy Treadway
State Road and Tollway Authority c/o GTIB
245 Peachtree Center Avenue, Suite 2200
Atlanta, GA 30303

Phone: (404) 893-6186
Email: ctreadway@srta.ga.gov

For the Recipient:

Phil Mallon
County Engineer
115 McDonough Road
Fayetteville, GA 30215

Phone: (770) 320-6009
Email: pmallon@fayettecountygga.gov

21.6. Compliance with Laws; Taxes. The Recipient will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.

21.7. Remedies Cumulative. The rights and remedies of the GTIB under this Agreement are cumulative of one another and with those otherwise provided by law or in equity.

21.8. Waiver and Severability. The waiver by the GTIB of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.

21.9. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits by reason of this Agreement.

21.10. Recitals. The recitals set forth in the beginning of this Agreement are true and correct and are hereby incorporated into this Agreement.

21.11. Interpretation. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context shall otherwise require, references to any Person or Party shall be deemed to include such Person's or Party's successors and permitted assigns. The headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof.

21.12. Counterparts. The Parties may execute this Agreement in counterparts.

21.13. Negotiated Agreement. In the event this Agreement must be interpreted by a court of competent jurisdiction pursuant to **Paragraph 21.3 (Governing Law and Venue)**, the Parties expressly agree that this is a negotiated Agreement that will not be construed against one Party over the other Party because such Party drafted the Agreement.

21.14. Survival. **Sections 7 (Accountability), 8 (Payment), 10 (Waiver/Indemnification), 12 (Laws, etc.), 14 (Warranty), 15 (Events of Default/Remedies), 17 (Special Conditions), 19 (Full Faith and Credit), and 21 (Miscellaneous Provisions)** shall survive the termination for whatever reason of this Agreement.

21.15. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. The GTIB shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document furnished by the Recipient to the GTIB that attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. All such terms and conditions are hereby declared null and void. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have signed, sealed and executed this Agreement as of the Effective Date.

Recipient (SEAL)

Georgia Transportation Infrastructure Bank

By: _____
Name
Title

By: _____
Heather Aquino, Interim Executive Director

Attest: _____

Attest: _____

Approved as to form:

By: _____
Recipient's Attorney

EXHIBIT A

Definitions

“Business Day” means Monday through Friday excluding state recognized holidays.

“Days” means calendar days unless otherwise specified in this Agreement.

“Draw Request” means the form attached as **Exhibit F**.

“Effective Date” means the date set forth in the Preamble of this Agreement.

“Event of Default” has the meaning assigned to it in **Section 14**.

“Expiration Date” means the third (3rd) anniversary of the Effective Date.

“Grant Amount” has the meaning assigned to it in **Exhibit B**.

“Grant Application” means **Exhibit C**.

“Grant Contingency Funds” has the meaning assigned to it in **Section 5**.

“Grant Documents” means collectively this Agreement and the Grant Application.

“Grant Purpose” has the meaning assigned to it in **Exhibit B**.

“GTIB Parties” means the State, the Georgia Transportation Infrastructure Bank, SRTA, and their agents, employees, directors, officers, board, assigns, and designees.

“Project” means the project listed in **Exhibit B**.

“Project Budget” means the estimated total cost of the Project as set forth in **Exhibit B**.

“Project Engineer” means the individual(s), partnership, firm or corporation duly authorized by Recipient to act as the contractual representative.

“Project Scope” has the meaning assigned to it in **Exhibit B**.

“State” means the State of Georgia.

**EXHIBIT B
PROJECT INFORMATION**

Project Name:	SR 92 at Hampton Road Improvements
Project Location:	Hampton Road, Fayette County, Georgia
Project Scope:	This project will improve Hampton Road's two stop-controlled intersections on SR 92 by creating a traffic light at the northern intersection and a roundabout at the southern intersection. The project will significantly reduce delays on Hampton Road and improve access to the state highway system.
Grant Amount:	Three Hundred Thousand Dollars and No Cents (\$300,000)
Grant Purpose:	To fund a portion of construction cost for the project.
Project Completion Date:	Summer 2024
Project Budget:	Three Million Three Hundred Thousand Dollars and No Cents (\$3,300,000)

A breakdown of the Project Budget is as follows:

ITEM	TOTAL	GTIB FUNDS
Preliminary Engineering	\$227,585	N/A
Right-of-Way	\$250,000	N/A
Construction	\$2,822,415	\$300,000
ESTIMATED TOTAL COST	\$3,300,000	\$300,000

EXHIBIT C
Grant Application

**Recipient's Grant Application
is incorporated herein by reference.**

EXHIBIT D

State Auditor Certificate

INSTRUCTIONS TO STATE OF GEORGIA GRANT CERTIFICATION FORMS AND AFFIDAVITS REQUIRED BY THE OFFICIAL CODE OF GEORGIA ANNOTATED, SECTION 36-81-8.1

As required by O.C.G.A. § 36-81-8.1, each grant of state funds to a local government from the Governor's Emergency Fund or from a special project appropriation shall be conditioned upon the receipt by the State Auditor of a properly completed grant certification form. This means Recipient must certify it has contracted with Subrecipient and Subrecipient has applied Grant Funds paid to Subrecipient to services for Recipient in accord with the Grant Purpose and the agreement between Recipient and Subrecipient. As explained immediately below, in the case of grants in excess of \$5,000, Recipient's certification must be verified by audit, and in the case of grants of \$5,000 or less, Recipient's certification must be supported by Subrecipient's affidavit.

One grant certification form should be prepared for each grant awarded to the local government. The grant certification form(s) should be submitted to the State Auditor with one copy of the annual (or, when allowed, biennial) audit report. Questions concerning the preparation and submission of this form should be referred to the Nonprofit and Local Government Audits Division of the Georgia Department of Audits and Accounts.

Instructions for Completion

Identify the appropriate grant certification form to use. Three forms are available: Grant Certification Form for Local Government Recipient (with no subrecipient); Grant Certification Form for Local Government Recipient (with subrecipient); and Subrecipient Affidavit. Information included in this instruction package will provide guidance on the appropriate form(s) to be completed. All lines and all columns should be completed accurately. The form was designed as an Excel spreadsheet and may be completed by entering data in the appropriate cells. Edit checks are built into the spreadsheet to assist in the proper preparation of the form. If you would like to have the Excel file sent to you via e-mail, request the form by sending an e-mail to locgov@audits.ga.gov. Please note that one form should be submitted for each grant from the Governor's emergency fund or from a special project appropriation. A form must be submitted for each year in which the funds are expended or remain unexpended by the local government or its Subrecipient. Data should be provided in Column 1 for the fiscal year upon which the local government is reporting. Data in Column 2 should represent cumulative totals from the year of grant award through the fiscal year upon which data is provided in Column 1.

The appropriate officials should sign and date the section entitled "Certification of Local Government Officials".

- Where the grant is in excess of \$5,000 and is *not expressly* designated by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by use of a form expressly for subrecipient grants, the certification must be made by the recipient local government and by the local government auditor.
 - An example Independent Accountant's Report to be used when the local government is determined to be in compliance with the provisions of O.C.G.A. § 36-81-8.1 is included in this instruction package. If the government is not in compliance with these provisions, the AICPA's Codification of Standards for Attestation Engagements, Section 601 provides guidance on the appropriate reporting format.
- Where the grant in excess of \$5,000 *is designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, the certification by the local government auditor required by subsection O.C.G.A. § 36-81-8.1(b) may also be made by an in-house or internal auditor of the local government, who meets the education requirements contained in subparagraph (a)(3)(A) of Code Section 43-3-6. The in-house auditor must do more than confirm that Recipient has contracted with Subrecipient for Grant Purposes; the in-house auditor must take steps reasonable for an in-house auditor to confirm that Subrecipient is applying the Grant Funds as required by the Grant.
- Where the grant is for \$5,000 or less and is *not expressly designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants:
 - recipient local government must submit the properly completed grant certification form except that only the local government need certify, and the certification of an auditor is not required.
- However, if the grant for \$5,000 or less also *is designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, local government must also require the subrecipient to submit to local government a notarized affidavit.
 - The affidavit must be executed by the executive director, president, chairperson, chief executive officer, or other responsible party representing the subrecipient reasonably acceptable to Recipient, by whatever name or title, to whom the grant funds are disbursed.
 - The affidavit shall be in the form approved by the State Auditor.
 - Such affidavit shall be submitted annually (or biennially when allowed by O.C.G.A. § 36-81-7) for each year that grant funds are expended or remain unexpended according to a schedule established by the local government and shall be made on the form annexed below.
 - Local government must submit a true copy of the affidavit to the Department of Audits and Accounts when submitting its certification.

Mail the Grant Certification Form (including Independent Accountant's Report, report of in-house or internal auditor, and copy of affidavit as the case may be) with one copy of the audited annual financial report to:

State of Georgia, Department of Audits and Accounts
Nonprofit and Local Government Audits Division
270 Washington Street, S.W.
Room 1-156
Atlanta, Georgia 30334

If the local government meets the eligibility criteria for an agreed upon procedures engagement in accordance with the provisions of O.C.G.A. § 36-81-7, the local government is responsible for ensuring that the procedures performed by its independent certified public accountant are sufficient in scope to enable the CPA to complete the Independent Accountant's Report. These procedures include examination of grant application and award documentation to become familiar with the terms and conditions of the grant; verification of receipt of grant proceeds; and evaluation of the local

government's documentation of expenditures. The purpose of these procedures is to comply with the provisions of O.C.G.A. § 36-81-8.1, requiring certification that the grant funds were used solely for the express purpose or purposes for which the grant was made.

Whether the local government engages an independent certified public accountant to perform an audit or perform the agreed upon procedures, for purposes of meeting the requirements of O.C.G.A. § 36-81-8.1, the independent CPA should be engaged to examine management's assertion of compliance with the requirement to use grant funds solely for the express purpose or purposes for which the grant was made. The independent CPA should conduct the engagement in accordance with the standards for examination engagements for compliance attestation contained in the AICPA's Codification of Statements on Standards for Attestation Engagements. An example report is included in page 4 of these instructions.

This form along with the Independent Accountant's Report, report of in-house or internal auditor, or copy of affidavit, as the case may be, is required to be filed with the state auditor in conjunction with the annual audit for each year in which grant funds are expended or remain unexpended by the local government.

Questions concerning the provisions of O.C.G.A. § 36-81-8.1, the State of Georgia Grant Certification Form, the affidavit or attestation engagements should be referred to the Nonprofit and Local Government Audits Division, Georgia Department of Audits and Accounts, at the address listed above, telephone (404) 656-9145; fax (404) 651-5608; or e-mail logov@audits.ga.gov.

**State of Georgia Grant Certification Form
Local Government Recipient**

Certification of Local Government Officials

I have reviewed the information presented above and certify that it is accurate and correct. I further certify that the proceeds of the grant award identified above were used solely for the express purpose or purposes for which the grant was made. I understand that the failure to comply with the requirements of Code Section 36-81-8.1 will result in a forfeiture of the state Grant and the return to the State of any such grant funds which have been received by the local government. Further, a grant recipient shall be ineligible to receive funds from the Governor's emergency fund or from a special project appropriation until all unallowed expenditures are returned to the State.

Signature of Chief Elected Official _____ Date: _____

Signature of Chief Financial Officer _____ Date: _____

**State of Georgia Grant Certification Form
Independent Accountant's Report**

We have examined management's assertion included in the accompanying State of Georgia Grant Certification Form(s) about *[name of government]*'s compliance during the fiscal year ended *[date]* with the requirement to use grant proceeds solely for the purpose or purposes for which the grant was made for each of the following grant award(s):

[Individually identify each grant award of Governor's emergency funds and/or special project appropriations.]

Management is responsible for *[name of government]*'s compliance with this requirement. Our responsibility is to express an opinion on management's assertion about *[name of government]*'s compliance based on our examination.

Our examination was conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of government]*'s compliance with this requirement and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of government]*'s compliance with the specified requirement.

In our opinion, management's assertion that *[name of government]* complied with the aforementioned requirement during the fiscal year ended *[date]* is fairly stated, in all material respects.

This report is intended solely for the information and use of the Georgia Department of Audits and Accounts and the State grantor agency identified on the Grant Certification Form and is not intended to be and should not be used by anyone other than the specified parties.

[Signature]
[Date]

EXHIBIT E

Quarterly Project Status Update



GEORGIA TRANSPORTATION INFRASTRUCTURE BANK (GTIB) Quarterly Project Status Update

DATE: ____/____/____

GTIB Awardee Name: _____

Name of Funded Project: _____

Award Date: _____ Overall Project Completion Date*: _____

***Project completion date refers to the date that the full scope of the project is finished, not the date that all GTIB funds are drawn down.**

Current Phase of Project: ☐ PE ☐ Right-Of-Way Acquisition ☐ Construction

Current Status: (List any project milestones, construction LET dates, etc.)

EXHIBIT F DRAW REQUEST

Form of Draw Request

Date _____

The Georgia Transportation Infrastructure Bank,
by and through the State Road and Tollway Authority
245 Peachtree Center Avenue, Suite 2200,
Atlanta, GA 30303

Re: Grant Agreement between The Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority ("GTIB") and Fayette County ("Recipient"), dated _____, 2022 ("Agreement")/ Draw Request No.: __*.

Dear Ms. Treadway:

Pursuant to the above-referenced Agreement, the Recipient hereby requests disbursement in the amount of \$_____ for Eligible Costs. Capitalized terms not specifically defined in this Request shall be given the same meaning as ascribed to them in the Agreement.

In connection with this Draw Request No.:__ the undersigned does hereby represent and certify the following:

1. The amounts previously disbursed under the Grant Agreement aggregate \$_____.
2. Time period covered by this Request is for work performed on the Project between _____, 20__ and _____, 20__.
3. The amounts hereby requested have been incurred by or on behalf of the Recipient for Eligible Costs on the Project.
4. The amounts hereby requested are "motor-fuel tax eligible" as set forth in O.C.G.A. §32-1-1 et.seq.
5. The amount of this Request, together with all prior Requests, does not exceed the amount of the Grant, and the amount of this Request together with the sum of all disbursements of the Grant proceeds made and to be made will not exceed the Grant Amount or the amount allocated for the applicable line item of the Budget as set forth in **Exhibit B** of the Agreement.
6. All amounts requisitioned hereunder are for Eligible Costs which have not been paid for or reimbursed by any previous disbursement from the Grant proceeds.
7. Each obligation for which a disbursement is hereby requested is described in detail in **Attachment 1** attached hereto together with the name and address of the person, firm or corporation to whom payment is due.
8. The bills, invoices or statements of account for each obligation referenced in **Attachment 1** are attached.
9. Each obligation mentioned in **Attachment 1** has been properly incurred, is a proper charge under the Agreement, and has not been the basis of any previous disbursement.

10. The Project has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports and facilities plans previously submitted to the GTIB and with good engineering practices.
11. The Recipient is in compliance with all of the terms and conditions of the Grant Agreement and any and all other loan agreements, grant agreements or any other financing agreements that affect the Project (“Other Agreements”) and there does not currently exist an Event of Default under the Grant Agreement or an event of default under the Other Agreements or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.
12. The undersigned is duly authorized to execute and deliver this requisition on behalf of the Recipient.

This _____, 20____.

RECIPIENT NAME

By: _____

Name: _____

Title: _____

The Request for an Advance must be signed by the Chief Elected Official or by another officer or employee who has the written authority to execute on the Recipient’s behalf.

* For each Request, the Recipient will insert a new number in chronological order.

**Attachment 1
To
Exhibit F
Draw Request**

Itemized Billing and Description of Work Performed.

Detailed Description of Item of Work Performed*	Date(s) Performed	Name and Address of Contractor	Total Amount Due**	Total Amount to be Paid from this Draw Request	Status of Ongoing Work (i.e., % to completion of task/milestone)	Phase of Work***

A complete description of the work performed or materials delivered shall include, at a minimum, an itemization of work performed or materials delivered the identification of line item set forth in **Exhibit B (Project Information), the status of the on-going work included in the draw request (i.e., the percent to completion of task or milestone), notification if a deliverable or milestone has been completed, and a detailed account or description of the work performed or materials delivered during the time period to further or complete the task milestone or deliverable.*

*** Seeks the total amount due to this contractor for this item of work performed during the period covered by this draw request.*

**** Seeks the line item, as set forth in the breakdown of the Project Budget in **Exhibit B** that the work for which payment is requested falls under.*

EXHIBIT G

Engineer's Certification

- This Engineer's Certification form must be submitted with each draw request.
- For design or planning work, the Engineer's Certification must be completed by the City/County/CID Engineer, Manager or other independent qualified engineering consultant.
- For construction work, the Engineer's Certification must be completed by the Project Engineer.
- A consultant/vendor may not certify their own work.
- Contact Cindy Treadway at (404) 893-6186 or ctreadway@srta.ga.gov if you have any questions regarding completion of the Engineer's Certification.

A. Engineer's Certification (REQUIRED):

Engineer's Letterhead

Date

Recipient: _____ *(Must be the same name as in the Grant Agreement)*

Project Name: _____ *(Must be the same name as on Exhibit B)*

Grant Amount: _____ *(Must be the same amount as on Exhibit B)*

_____ *(name of Engineering Firm or name of Engineer if a government employee)*,
is the Project Engineer for the above-referenced Project. The undersigned hereby verifies that, based on personal knowledge and observation, the work set forth on the attached draw request (a) was performed according to the terms and conditions of the Georgia Transportation Infrastructure Bank Agreement for Grant Program between the Georgia Transportation Infrastructure Bank and _____ *(name of Recipient)* and (b) complies with all applicable federal, state and local laws, rules, regulations and ordinances related to the above-mentioned Project.

This certification is being given to and for the benefit of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority.

_____ *(name of Engineering Firm)*

By: _____

Name: _____

Title: _____

EXHIBIT H

Special Conditions

No special conditions.

EXHIBIT I

Georgia Environmental Policy Act (O.C.G.A. §12-16-1, et seq.) (“GEPA”)


The Recipient may be required to comply with the provisions of GEPA. In determining whether the Recipient must comply with GEPA the Recipient should take into consideration many factors including the source of other funds (excluding GTIB funds) that the Recipient will use to fund the Project and whether a government entity that would otherwise be subject to GEPA requirements will let or otherwise perform construction on the Project. The Recipient should contact its legal counsel in order to determine whether Recipient must comply with the GEPA requirements as a result of the Grant.


Administrator's Report: A



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Natasha M. Duggan 

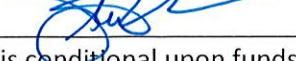
Date: May 19, 2022

Subject: Contract 1867-P: Water System Engineer of Record
 Task Order 23-01: FY22 On-Call Support Services

Arcadis U. S., Inc. currently serves as the Water System Engineer of Record. This task order will provide technical services for the Water System for tasks related to water infrastructure facilities, permitting support, and general service needs. Arcadis will provide staff augmentation on an as-needed basis through June 30, 2023, to assist the Water System in executing projects.

Specifics of the proposed contract task order are as follows:

Contract Name	#1867-P: Water System Engineer of Record	
Task Order	22-03 On-Call Support Services	
Contractor	Arcadis U. S., Inc.	
Not to Exceed Amount	\$75,000.00	
Budget:		
Org Code	50541010	Water System
Object	521211	Engineering Services
FY23 Requested Budget	\$75,000.00	

Approved by:  Date: 5/19/22

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2023 budget.



Vanessa Tigert, P.G.
Director
Fayette County Water System
245 McDonough Road
Fayetteville, Georgia 30214

Arcadis U.S., Inc.
2839 Paces Ferry Road
Suite 900
Atlanta
Georgia 30339
Phone: 770 431 8666
Fax: 770 435 2666
www.arcadis.com

Date: May 16, 2022

Ref: Contract 1867-P Water System Engineer of Record

Subject: Task Order TO 23-01 General On-Call Support Services

Dear Ms. Tigert,

The Fayette County Water System (FCWS) has requested Arcadis to submit this proposal for Task Order (TO) to provide on-call professional services in support of their water system activities. Arcadis will leverage its expertise and knowledge in the water sector to provide technical services for FCWS. We know your system and will remain responsive to your needs with our extensive local presence.

Background

The on-call support services TO will provide FCWS with access to Arcadis' broad technical resources to address a variety of tasks related to FCWS's water infrastructure facilities, permitting support, and general service needs. Arcadis will provide staff augmentation on an as-needed basis to assist FCWS in executing projects under the Director's request. Specific tasks may vary depending on FCWS' needs.

Project Team

The key members of our project team are listed below and in the proposal submitted for the Contract 1867-P Water System Engineer of Record. The team may vary as needed for specific TOs. Subject matter experts (SMEs) will engage with the permission of FCWS. Arcadis may utilize subcontractors to address specific scope elements as needed. FCWS is to approve subcontractors prior to initiating any activities. Mr. Michael Diaz will serve as the Account Lead / Program Manager and Aaron Capelouto will serve as the Deputy Program Manager. Both will serve as main point of contacts for FCWS within the Arcadis team.

Scope of Work

To focus the scope and level of effort required to complete on-call tasks, Arcadis will submit a brief scope description, list of assumptions and deliverables, and a fee table for approval by FCWS before proceeding with specific tasks. It will be presented in similar format to this TO.

Deliverables

As required, deliverables will be listed on as needed basis. Wherever possible, Arcadis will leverage its digital expertise to help engage with FCWS more efficiently.

Schedule

The Arcadis team will begin work under this TO when authorized by the FCWS. The total duration is estimated at 12 months on an as-needed basis. We understand that responsiveness is critical when providing on-call services. To support FCWS overall goal to provide safe drinking water, our team will strive to quickly respond to all requests.

Vanessa Tigert, P.G.
 Fayette County Water System
 May 16, 2022

Budget

Compensation for the work in this task order will be based upon a time and materials basis using the proposed hourly rates defined in the table presented with the Contract 1867-P Water System Engineer of Record. Also listed below. It will have a not to exceed project budget of \$75,000, including travel expenses. Arcadis' Deputy Program Manager will track and communicate with the FCWS any changes in scope or budget if needed as a part of the project's monthly status report. No changes will be made without written approval by FCWS.

Principal Engineer / SME	216
Senior Project Manager	201
Project Manager	175
Managing Engineer	206
Senior Engineer	191
Project Engineer	142
Staff Engineer	111
Senior Architect	180
Architect	104
Designer	118
CADD Technician	101
Project Assistant	84
Registered Land Surveyor	88
Survey Crew (2-person)	163
Survey Technician	82
Senior GIS Specialist	129
GIS Specialist	106
Resident Project Representative	95

Assumptions

This section will normally be reserved for any assumptions required as part of the development of the TO.

If you have any questions about this Task Order, please do not hesitate to contact me (850-879-8910 aaron.capelouto@arcadis.com). Thank you for this opportunity and we look forward to working with you and the FCWS team on this project.

Sincerely,
 Arcadis U.S., Inc.

Aaron Capelouto

Vanessa Tigert, P.G.
Fayette County Water System
May 16, 2022

Aaron Capelouto, PE, MIB
Senior Management Consultant / Deputy Program Manager

CC. Michael Diaz, PE, MS
AVP / Program Manager

Administrator's Report: B



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Natasha M. Duggan *ND*

Date: April 5, 2022

Subject: **Contract #1918-A: Water System – Grass Cutting
Renewal 1**

In March 2021, the County awarded Contract #1918-A to five vendors for grass cutting services at multiple Water System properties. In order to align the contract with the County's fiscal year, the initial term began April 1, 2021, and ends June 30, 2022. The contract has two one-year renewal options. This request is for the approval of the first renewal. Four of the contractors have accepted the renewal, if approved. The fifth vendor, who provides grass cutting at Lake Horton Park and Reservoir, declined to renew. The Purchasing Department issued Request for Quotes (RFQ) #2084-A to obtain pricing for Lake Horton and is currently awaiting responses to the RFQ.

The Water System proposes to renew the contracts with the remaining four vendors for Fiscal Year 2023. Contract Performance Evaluations for previous work are attached (Attachment 1).

Specifics of the proposed contract renewal are as follows:

Contract Name	#1918-A: Water System Grass Cutting				
Contractor	Multiple Vendors (Attachment 2)				
Initial Term	4/1/2021-6/30/2022				
Renewal 1	7/1/2022-6/30/2023				
Not to Exceed Amount	\$51,141.00				
Budget:					
	Crosstown	S. Fayette	Res. Mngt.	Distribution	Total
Org Code	50543031	50543041	50541017	50544020	
Object	522140	522140	522140	522140	Lawn Care
Contract NTE	\$14,950	\$17,800	\$14,191	\$4,200	\$51,141
FY23 Budget Request	\$14,950	\$28,725	\$14,191	\$4,200	\$62,066

Approved by: * *[Signature]* Date: *4/7/22*

*Note: Approval is conditional upon funds being budgeted in the Fiscal Year 2023 budget.

Place on County Administrator's Report? ☒ Yes ☐ No

On Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Young Industries	Contract Number: 1918-A
Mailing Address: 1125 Falk Trace	Contract Description or Title: Grass Cutting Crosstown WTP/Field Operations
City, St, Zip Code: Conyers, GA 30094	Contract Term (Dates) From: 5/17/2021 - Present
Phone Number: 770-298-6662	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of 1918-A Renewal 1
E-Mail Address: youngindustries@att.net	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):					X
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: <i>JAMES H MULLEN JR</i>	Date of Evaluation: 3/22/2022
Print Name: JAMES H MULLEN JR	Department/Division: WATER SYSTEM/MAINTENANCE
Title: MAINTENANCE MANAGER	Telephone No: 770-320-6085

[illegible]

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Greenlife Services	Contract Number: 1918-A
Mailing Address: 4046 Highway 154, Suite 229	Contract Description or Title: Grass Cutting SFWTP, Tank & Well Sites
City, St, Zip Code: Newnan, GA 30265	Contract Term (Dates) From: 4/2/2021 - Present
Phone Number: n/a	Task Order Number: n/a
Cell Number: 904-400-5833	Other Reference: for award of Renewal 1
E-Mail Address: greenlifesmnc@gmail.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule	X				
2. Condition of delivered products	X				
3. Quality of work	X				
4. Adherence to specifications or scope of work	X				
5. Timely, appropriate, & satisfactory problem or complaint resolution	X				
6. Timeliness and accuracy of invoicing	X				
7. Working relationship / interfacing with county staff and citizens	X				
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule	X				
10. Other (specify):					X
11. Overall evaluation of contractor performance	X				

EVALUATED BY

Signature: <i>JAMES H MULLEN JR</i>	Date of Evaluation: 3/8/2022
Print Name: JAMES H MULLEN JR	Department/Division: WATER/MAINTENANCE
Title: MAINTENANCE MANAGER	Telephone No: 770-320-6085

[illegible]

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Express Pressure Washing, LLC	Contract Number: 1918-A
Mailing Address: PO Box 2858	Contract Description or Title: Starr's Mill Grass Cutting
City, St, Zip Code: McDonough, GA 30253	Contract Term (Dates) From: 4/5/2021 - Present
Phone Number: 678-258-0670	Task Order Number: n/a
Cell Number: n/a	Other Reference: for award of Renewal 1
E-Mail Address: rjackson@epwashing@gmail.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule		X			
10. Other (specify):					X
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: <i>JAMES H MULLEN JR</i>	Date of Evaluation: 3/8/2022
Print Name: JAMES H MULLEN JR	Department/Division: WATER/MAINTENANCE
Title: MAINTENANCE MANAGER	Telephone No: 770-320-6085

	CONTRACTOR PERFORMANCE EVALUATION Explanation of Outstanding or Unsatisfactory Ratings	Page 2
--	---	--------

Company Name:

Contract Number:

	EXPLANATIONS / COMMENTS
--	--------------------------------

- | | |
|--|---|
| | 1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of <i>Outstanding</i> or <i>Unsatisfactory</i> .
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference) |
|--|---|

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Superior Cut Lawn Service	Contract Number: 1918-A
Mailing Address: 3642 Lanier Drive	Contract Description or Title: Lake McIntosh Park Grass Cutting
City, St, Zip Code: Douglasville, GA 30135	Contract Term (Dates) From: 4/5/2021 - Present
Phone Number: 678-663-6959	Task Order Number: n/a
Cell Number: n/a	Other Reference: for award of Renewal 1
E-Mail Address: superiorcutlawnservice@gmail.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule		X			
10. Other (specify):					X
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: <i>JAMES H MULLEN JR</i>	Date of Evaluation: 3/10/2022
Print Name: JAMES H MULLEN JR	Department/Division: WATER/MAINTENANCE
Title: MAINTENANCE MANAGER	Telephone No: 770-320-6085

Contract Number:

EXPLANATIONS / COMMENTS

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

[illegible]

**RFQ 1918-A
FY23 Award List**


Location	Vendor	Amount by Location	Award by ORG
50543031			\$14,950.00
Crosstown Water Treatment Plant and Field Services	Young Industries	\$ 13,650.00	
Crabapple Water Tank Site	Greenlife Services	\$ 1,300.00	
50543041			\$17,800.00
South Fayette Water Treatment Plant	Greenlife Services	\$ 15,600.00	
Ellis Road Water Tank Site	Greenlife Services	\$ 1,300.00	
Flint River Pump House	Greenlife Services	\$ 900.00	
50544020			\$4,200.00
Peachtree City Water Tank Site	Greenlife Services	\$ 900.00	
Highway 92 Water Tank Site	Greenlife Services	\$ 900.00	
Hill Road Well Site	Greenlife Services	\$ 900.00	
Seay Road Well Site	Greenlife Services	\$ 900.00	
Horseman's Run Future Tank Site	Greenlife Services	\$ 600.00	
50541017			\$14,191.00
Lake Kedron Park	Greenlife Services	\$ 1,000.00	
Starr's Mill Park	Express Pressure Washing	\$ 6,841.00	
Lake McIntosh Park	Superior Cut Lawn Services	\$ 6,350.00	
	Total Award	\$ 51,141.00	\$51,141.00

Award List by Vendor	
Young Industries	\$ 13,650.00
Greenlife Services	\$ 24,300.00
Express Pressure Washing	\$ 6,841.00
Superior Cut Lawn Services	\$ 6,350.00
Total - All Vendors	\$ 51,141.00



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Ted Crumbley 

Date: March 29, 2022

**Subject: Contract #1945-P: Business Personal Property Compliance Audits
 Renewal #1**

The county entered into Contract #1945-P with Mendola & Associates, LLC for Business Personal Property Compliance Audits in Fiscal Year 2022. The Tax Assessors Office recommends renewal for Fiscal Year 2023. The Contractor Performance Evaluation is attached for the first renewal period.

Specifics of the proposed contract renewal are as follows:

Contract Name	Contract #1945-P: Business Personal Property Compliance Audits	
Renewal Number	Renewal #1, for Fiscal Year 2023	
Vendor	Mendola & Associates, LLC	
Type of Contract	Annual, with two renewal options	
Amount	\$ 50,000.00	
Budget:		
Organization Code	10010550	(Tax Assessor)
Object Code	521316	(Technical Services)
Requested Budget	\$ 50,000.00	Requested for Fiscal Year 2023

Approved By*:  Date: 3/29/22

*Note: Approval is conditional upon funds being budgeted in the Fiscal Year 2023 budget.

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Mendola & Associates, LLC	Contract Number: 1945-P
Mailing Address: 525 Clubhouse Dr., Suite 200	Contract Description or Title: Audit Personal Property Accounts for Compliance
City, St, Zip Code: Peachtree City, Ga. 30269	Contract Term (Dates) From: July 1, 2021 To: June 30, 2022
Phone Number: 770-631-3911	Task Order Number:
Cell Number: 404-512-7174	Other Reference:
E-Mail Address:	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.


SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

EVALUATED BY


Signature: 	Date of Evaluation: March 8, 2022
Print Name: Joel T. Benton	Department/Division: Tax Assessors
Title: Chief Appraiser/Director	Telephone No: 770-305-5277


Administrator's Report: D

**Purchasing Department**

140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Ted Crumbley 

Date: May 31, 2022

Subject: Bid #2049-B: Grass Cutting Services

The county enters into annual contracts for grass cutting services at Kenwood, Kiwanis, McCurry and Brooks Parks, and the Justice Center. The current contracts will expire on June 30, 2022.

The Purchasing Department issued Invitation to Bid #2049-B, Grass Cutting Services, for a contract for Fiscal Year 2023. Notices were emailed to 76 contractors that responded to other solicitations for grass cutting services or solicitations of similar services. The Invitation to Bid was advertised on the Georgia Procurement Registry under Commodity Code 98836 (Grounds and Roadside Maintenance: Mowing, Edging, Plant, Not Tree Trimming) contacting 951 contractors. The invitation to bid was also advertising on Channel 23, Fayette County News, and the county website.

The Purchasing Department received six bids (Attachment 1). ACS Landscape Management, Inc. was disqualified because they declined to accept a contract for the parks, citing their work load.

The Department of Building and Grounds Maintenance recommends that contracts be awarded to Yardnique, Inc. for Brooks Park, Kiwanis Park, and McCurry Park in the amount of \$107,450.17. It is recommended that Rubber Boots Lawn Care Service, LLC be awarded Kenwood Park and Justice Center grass cutting for \$42,560.00. The total for both companies is \$150,010.17.

A Contractor Performance Evaluation is attached for Yardnique, Inc. (Attachment 2). An evaluation is not available for Rubber Boots Lawn Care Service, LLC, since this is their first contract with the county. However, Building & Grounds checked their references, and they received very satisfactory responses.

Specifics of the proposed contract are as follows:

Contract Name 2049-B: Grass Cutting Services
Type of Contract Annual service contract

Contractor & Amount:

Yardnique, Inc. – Brooks, Kiwanis, & McCurry	\$107,450.17
Rubber Boots Lawn Care Service, LLC – Kenwood & Justice Center	<u>42,560.00</u>
Total	\$150,010.17

Requested FY2023 Budget:

	Parks	Justice Center	Total
Org Code	10060110	10020900	
Object	522140	522140	
Project	N/A	N/A	
Available	\$131,663.00	\$33,825.00	\$ 165,488.00

Approval Signature *



Date:

5/31/2022

***Note: Approval is conditional upon funds being budgeted and approved in the Fiscal Year 2023 budget.**

Invitation to Bid #2049-B: Grass Cutting Services

Attachment 1

	Brooks Park	Kiwanis Park	McCurry Park	Kenwood Park	Total Parks	Justice Center	Total Gross Bid	Discount For All	Bid Net Of Discount
Harvey Properties and Lawn Care, Inc.	78,800.00	335,500.00	396,500.00	195,000.00	1,005,800.00	81,764.00	1,087,564.00	-	1,087,564.00
Superior Cut Lawn Service	61,200.00	74,900.00	53,500.00	30,150.00	219,750.00	54,000.00	273,750.00	15,000.00	258,750.00
Yardinque, Inc.	28,350.04	42,000.11	37,100.02	24,210.00	131,660.17	-	131,660.17	-	131,660.17
Greenlife Services & More, Inc.	-	-	-	32,250.00	32,250.00	33,825.00	66,075.00	-	66,075.00
Rubber Boots Lawn Care Service, LLC	-	-	-	22,500.00	-	20,060.00	42,560.00	-	42,560.00
ACS Landscape Management, Inc.	Disqualified								

NOTE: ACS Landscape Management, Inc. submitted a bid for the Justice Center that showed 52 weeks X \$254.00 equals \$28,184.00. They stated the \$254.00 unit price was an error. There if prima facia evidence that this was true:

- 1) The extended price of \$28,184.00 divided by 52 weeks exactly equals \$542.00. Their extended price was \$28,184.00 for the cutting plus \$5,850.00 for two applications of pine straw.
- 2) Their total price for the Justice Center of \$34,034.00 is much more in line with the other bids than it would be if using the cutting price of \$254.00 per week (\$34,034.00 vs. \$19,058.00).
- 3) ACS Landscape Management, Inc. was disqualified, due to their declining to accept a contract for the parks.
- 4) Yardinque, Inc. is second lowest on Brooks and Kiwanis and first at McCurry Park.
- 5) Rubber Boots Lawn Care Services, LLC is lowest on Kenwood Park and the Justice Center

Yardinque, Inc. - Brooks, Kiwanis, & McCurry Parks	107,450.17
Rubber Boots Lawn Care Services, LLC - Kenwood & Justice Ctr	42,560.00
Total	150,010.17

Attachment 2

	FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION	Page 1
--	--	--------

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION**COMPLETE ALL APPLICABLE INFORMATION**

Company Name: Yardnique

Contract Number: 1699-A

Mailing Address: 211 Steward Road, P.O. Box 1058

Contract Description or Title: Grass Cutting Services for Kiwanis & McCurry Parks

City, St, Zip Code: Sharpsburg, Ga. 30277

Contract Term (Dates)

From: July 29, 2019 To: June 30, 2022

Phone Number:

Task Order Number:

Cell Number:

Other Reference: This is for Contract #2049-B Grass Cutting Services

E-Mail Address:

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time			X		
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BYSignature: 

Date of Evaluation: 03/15/2022

Print Name: Steve Rhoads


Department/Division: B&G


Title: Assistant Director

Telephone No: 770-320-6001



To: Steve Rapson

Through: Ted L. Burgess 

From: Natasha M. Duggan 

Date: April 4, 2022

Subject: Contract #2060-A: Fire Fighter Uniforms

The Purchasing Department issued Request for Quote #2060-A to secure vendors to supply fire fighter uniforms. Notice of the opportunity was emailed to 34 companies. Another 722 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #20085 (Uniforms, Blended Fabric), #20086 (Uniforms, Cotton), and #20087 (Uniforms, Synthetic Fabric). The offer was also advertised through Georgia Local Government Access Marketplace and the Fayette County website.

Five (5) Companies submitted quotes (Attachment 1).

Fire and EMS recommends awarding the contract to the lowest responder by item (Attachment 2). Contractor Performance Evaluations for the four (4) lowest responders are attached (Attachment 3).

Specifics of the proposed contract are as follows:

Contract Name	#2060-A: Fire Fighter Uniforms			
Contractor	Multiple Suppliers (Attachment 2)			
Not-to-exceed (NTE)Amount	\$85,639.00			
Budget:				
	Fire Services	EMS	EMA	Total
Org Code	27030550	27230600	10030930	
Object	531701	531701	531701	Uniforms
NTE Amount	\$60,469.50	\$24,169.50	\$1,000.00	\$85,639
FY23 Requested Budget	\$60,500.00	\$24,200.00	\$1,000.00	\$85,700

Approved by: *  Date: 4/7/22

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2023 budget.

Place on County Administrator's Report? ☒ Yes ☐ No

On Agenda Dated: 6/23/2022

Tally
Attachment 2

Tally Sheet
#2060-A: Firefighters' Uniforms

#2060-A: Firefighters' Uniforms																																			
CINTAS CORPORATION - DECATUR															NAFECO										Uniform Source										
Line	Item	Color	Estimated Regular Qty.	XS- XL Regular Unit Price	Regular Extended Price	Estimated + Size	2XL Size Unit Price	2XL Size Extended Price	Estimated + Size	3XL Size Unit Price	3XL Size Extended Price	Total All Sizes	Delivery Days including embroidery	Estimated Regular Qty.	XS- XL Regular Unit Price	Regular Extended Price	Estimated + Size	2XL Size Unit Price	2XL Size Extended Price	Estimated + Size	3XL Size Unit Price	3XL Size Extended Price	Total All Sizes	Delivery Days including embroidery	Estimated Regular Qty.	XS- XL Regular Unit Price	Regular Extended Price	Estimated + Size	2XL Size Unit Price	2XL Size Extended Price	Estimated + Size	3XL Size Unit Price	3XL Size Extended Price	Total All Sizes	Delivery Days including embroidery
1	Station Wear Men's Shirt - Workrite Short Sleeve Shirt FSC2NV per specifications	Navy	200	\$ 149.95	\$ 29,990.00	0			0			\$ 29,990.00	21 Days	200	\$ 135.00	\$ 27,000.00	0			0			\$ 27,000.00	30-60 Days	200		\$ -	0			0			\$ -	
2	Station Wear Women's Shirt - Workrite FSC3NV per specifications	Navy	30	\$ 149.95	\$ 4,498.50	0			0			\$ 4,498.50	21 Days	30	\$ 135.00	\$ 4,050.00	0			0			\$ 4,050.00	30-60 Days	30		\$ -	0			0			\$ -	
3	Station Wear Men's Trousers - Workrite FP52NV	Navy	200	\$ 149.95	\$ 29,990.00	0			0			\$ 29,990.00	21 Days	200	\$ 139.00	\$ 27,800.00	0			0			\$ 27,800.00	30-60 Days	200		\$ -	0			0			\$ -	
4	Station Wear Women's Trousers - Workrite FP51NV	Navy	30	\$ 149.95	\$ 4,498.50	0			0			\$ 4,498.50	21 Days	30	\$ 139.00	\$ 4,170.00	0			0			\$ 4,170.00	30-60 Days	30		\$ -	0			0			\$ -	
5a	T-Shirts - SanMar 100% cotton Size XS - XXX-Large, (PC 55) per specifications	Navy	300	\$ 9.95	\$ 2,985.00	1	\$ 12.95	\$ 12.95	1	\$ 12.95	\$ 12.95	\$ 3,010.90	21 Days	300	\$ 10.00	\$ 3,000.00	1	\$ 12.00	\$ 12.00	1	\$ 12.00	\$ 12.00	\$ 3,024.00	30-60 Days	300	\$ 6.50	\$ 1,950.00	1	\$ 10.00	\$ 10.00	1		\$ -	\$ 1,960.00	
5b	T-Shirts TALL - SanMar 100% cotton Size XS - XXX-Large, (PC 55T) per specifications	Navy	75	\$ 13.95	\$ 1,046.25	1	\$ 16.95	\$ 16.95	1	\$ 16.95	\$ 16.95	\$ 1,080.15	21 Days	75	\$ 12.00	\$ 900.00	1	\$ 14.00	\$ 14.00	1	\$ 14.00	\$ 14.00	\$ 928.00	30-60 Days	75	\$ 10.50	\$ 787.50	1	\$ 10.50	\$ 10.50	1		\$ -	\$ 798.00	
6	Job Shirts - Game Sportwear 8070 Job shirt per specifications	Navy	35	\$ 96.95	\$ 3,393.25	1	\$ 96.95	\$ 96.95	1	\$ 106.95	\$ 106.95	\$ 3,597.15	21 Days	35	\$ 59.00	\$ 2,065.00	1	\$ 65.00	\$ 65.00	1	\$ 71.00	\$ 71.00	\$ 2,201.00	30-60 Days	35	\$ 70.00	\$ 2,450.00	1	\$ 70.00	\$ 70.00	1		\$ -	\$ 2,520.00	
7	Ball Cap - Yupoong Flexfit #6580, Sizes Small, Medium, Large, X-Large per specifications	Navy	150	\$ 11.95	\$ 1,792.50	0			0			\$ 1,792.50	21 Days	150	\$ 15.00	\$ 2,250.00	0			0			\$ 2,250.00	30-60 Days	150	\$ 6.30	\$ 945.00	0			0			\$ 945.00	
8	Jacket - Elbeco Shield HIVIS Reversible Softshell, Sizes X-Small - 3XL, SKU ELB-SH3724RV per specifications	Midnight Navy	100	\$ 310.50	\$ 31,050.00	1	\$ 310.50	\$ 310.50	1	\$ 320.50	\$ 320.50	\$ 31,681.00	21 Days	100	\$ 235.00	\$ 23,500.00	1	\$ 260.00	\$ 260.00	1	\$ 290.00	\$ 290.00	\$ 24,050.00	30-60 Days	100		\$ -	1		\$ -	1		\$ -	\$ -	

Wear Me Promotions LLC														T&T Uniforms											
Line	Item	Color	Estimated Regular Qty.	XS-XL Regular Unit Price	Regular Extended Price	Estimated + Size	2XL Size Unit Price	2XL Size Extended Price	Estimated + Size	3XL Size Unit Price	3XLSize Extended Price	Total All Sizes	Delivery Days including embroidery	Estimated Regular Qty.	XS-XL Regular Unit Price	Regular Extended Price	Estimated + Size	2XL Size Unit Price	2XL Size Extended Price	Estimated + Size	3XL Size Unit Price	3XLSize Extended Price	Total All Sizes	Delivery Days including embroidery	
1	Station Wear Men's Shirt - Workrite Short Sleeve Shirt FSC2NV per specifications	Navy	200	\$ -	0				0			\$ -		200	\$ 119.00	\$ 23,800.00	0			0			\$ 23,800.00	1-30 Days	
2	Station Wear Women's Shirt - Workrite FSC3NV per specifications	Navy	30	\$ -	0				0			\$ -		30	\$ 119.00	\$ 3,570.00	0			0			\$ 3,570.00	1-30 Days	
3	Station Wear Men's Trousers - Workrite FP52NV	Navy	200	\$ -	0				0			\$ -		200	\$ 124.50	\$ 24,900.00	0			0			\$ 24,900.00	1-30 Days	
4	Station Wear Women's Trousers - Workrite FP51NV	Navy	30	\$ -	0				0			\$ -		30	\$ 124.50	\$ 3,735.00	0			0			\$ 3,735.00	1-30 Days	
5a	T-Shirts - SanMar 100% cotton Size XS - XXX-Large, (PC 55) per specifications	Navy	300	\$ 6.75	\$ 2,025.00	1	\$ 8.25	\$ 8.25	1	\$ 9.75	\$ 9.75	\$ 2,043.00		300	\$ 10.50	\$ 3,150.00	1	\$ 13.15	\$ 13.15	1	\$ 15.15	\$ 15.15	\$ 3,178.30	1-30 Days	
5b	T-Shirts TALL - SanMar 100% cotton Size XS - XXX-Large, (PC 55T) per specifications	Navy	75	\$ 8.50	\$ 637.50	1	\$ 10.00	\$ 10.00	1	\$ 11.50	\$ 11.50	\$ 659.00		75	\$ 13.50	\$ 1,012.50	1	\$ 15.50	\$ 15.50	1	\$ 17.50	\$ 17.50	\$ 1,045.50	1-30 Days	
6	Job Shirts - Game Sportwear 8070 Job shirt per specifications	Navy	35	\$ -	1		\$ -		1	\$ -	\$ -	\$ -		35	\$ 55.00	\$ 1,925.00	1	\$ 60.00	\$ 60.00	1	\$ 65.00	\$ 65.00	\$ 2,050.00	1-30 Days	
7	Ball Cap - Yupoong Flexfit #6580, Sizes Small, Medium, Large, X-Large per specifications	Navy	150	\$ -	0				0			\$ -		150	\$ 15.50	\$ 2,325.00	0			0			\$ 2,325.00	1-30 Days	
8	Jacket - Elbeco Shield HIVIS Reversible Softshell, Sizes X-Small - 3XL, SKU ELB-SH3724RV per specifications	Midnight Navy	100	\$ -	1		\$ -		1	\$ -	\$ -	\$ -		100	\$ 279.00	\$ 27,900.00	1	\$ 299.00	\$ 299.00	1	\$ 315.00	\$ 315.00	\$ 28,514.00	1-30 Days	

RFQ 2060-A - Fiscal Year 2023
Award List

Item	Award Amount	Vendor
Station Wear Men's Shirt - Workrite Short Sleeve Shirt FSC2NV	\$ 23,800.00	T&T Uniforms South, Inc.
Station Wear Women's Shirt - Workrite FSC3NV	\$ 3,570.00	T&T Uniforms South, Inc.
Station Wear Men's Trousers - Workrite FP52NV	\$ 24,900.00	T&T Uniforms South, Inc.
Station Wear Women's Trousers - Workrite FP51NV	\$ 3,735.00	T&T Uniforms South, Inc.
T-Shirts - SanMar 100% cotton Size XS - XXX-Large, (PC 55)	\$ 1,930.00	Uniform Source
T-Shirts TALL - SanMar 100% cotton Size XS - XXX-Large, (PC 55T)	\$ 659.00	Wear Me
Job Shirts - Game Sportwear 8070 Job shirt	\$ 2,050.00	T&T Uniforms South, Inc.
Ball Cap - Yupoong Flexfit #6580, Sizes Small, Medium, Large, X-Large	\$ 945.00	Uniform Source
Jacket - Elbeco Shield HIVIS Reversible Softshell, Sizes X-Small - 3XL, SKU ELB-SH3724RV	\$ 24,050.00	NAFECO
Total	\$ 85,639.00	

Award By Vendor	
T&T Uniforms South, Inc.	\$ 58,055.00
Uniform Source	\$ 2,875.00
Wear Me	\$ 659.00
NAFECO	\$ 24,050.00
Total	\$ 85,639.00

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: T&T Uniforms South, Inc.	Contract Number: 1799-A
Mailing Address: 285 North Main St.	Contract Description or Title: Firefighter Uniforms Fi
City, St, Zip Code: Jonesboro, GA 30236	Contract Term (Dates) From: 7/1/2020-Present
Phone Number: 770-842-1749	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of 2060-A
E-Mail Address: ryan@tandtuniforms.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.


SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: 	Date of Evaluation:
Print Name: Michael Pollard	Department/Division: Fire/EMS
Title: Assistant Chief	Telephone No: 770-3055-5492

Company Name:

Contract Number:

EXPLANATIONS / COMMENTS

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 73 of 127

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Wear Me Promotions LLC	Contract Number: 1652-A
Mailing Address: 47 Hudson Plaza, Suite A	Contract Description or Title: Firefighter Uniforms
City, St, Zip Code: Fayetteville, GA 30214	Contract Term (Dates) From: 7/1/2019-Present
Phone Number: 770-716-8217	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of 2060-A
E-Mail Address: wearmepromotions@gmail.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

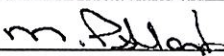
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work					X
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):			X		
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: 	Date of Evaluation:
Print Name: Michael Pollard	Department/Division: Fire/EMS
Title: Assistant Chief	Telephone No: 770-305-5492

Contract Number:

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

[illegible]

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

[illegible]

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 75 of 127

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: NAFECO	Contract Number: NONE
Mailing Address: 715 Park North Blvd., Suite 120	Contract Description or Title: Boots
City, St, Zip Code: Clarkston, GA 30021	Contract Term (Dates) From: February 2022
Phone Number: 706-338-5748	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of 2060-A
E-Mail Address: brian.goldman@nafeco.com	


DEFINITIONS

- OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.
- EXCELLENT (Exc)** – Vendor exceeded minimum contractual requirements or performance expectations of the products/services.
- SATISFACTORY (Sat)** – Vendor met minimum contractual requirements or performance expectations of the products/services.
- UNSATISFACTORY (UnSat)** – Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: 	Date of Evaluation:
Print Name: Michael Pollard	Department/Division: Fire/EMS
Title: assistant Chief	Telephone No: 770-305-5492

	CONTRACTOR PERFORMANCE EVALUATION Explanation of Outstanding or Unsatisfactory Ratings	Page 76 of 127
--	---	----------------

Page 2

Company Name:

Contract Number:

EXPLANATIONS / COMMENTS

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 77 of 127

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Uniform Source	Contract Number: 1652-A
Mailing Address: 2141 Cobb Pkwy.	Contract Description or Title: Firefighter Uniforms
City, St, Zip Code: Kennesaw, GA 30152	Contract Term (Dates) From: 7/1/2019-Present
Phone Number: 678-477-1106	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of 2060-A
E-Mail Address: stephus2141@gmail.com	

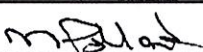
DEFINITIONS

- OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.
- EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.
- SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.
- UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule		X			
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: 	Date of Evaluation:
Print Name: Michael Pollard	Department/Division: Fire/EMS
Title: Assistant Chief	Telephone No: 770-305-5492

Page 78 of 127

Contract Number:

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *TB*
 From: Sherry White *SW*
 Date: April 14, 2022
 Subject: Contract #2067-A Dust Control

The Road Department enters into a contract each year with a vendor to provide and apply a road stabilization and dust control agent to some of the county's unpaved roads. The stabilizer reduces distresses like washboarding (which requires expenditures to remedy) and loss of skid resistance (which is a safety issue).

There are several types of stabilizers available. Each may be appropriate for a particular type of road surface or climate. They include various types of chlorides, resins, natural clays, liquid asphalts, soybean oil, and other products. The Road Department has used calcium chloride as a road stabilizer for a number of years.

The Purchasing Department issued Request for Quotes #2067-A to secure a vendor for Fiscal Year 2023. Notice of the opportunity was emailed to five companies. Another 485 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #75045 (Dust Control Agents) and 96836 (Dust Control Watering). The offer was also advertised through Georgia Local Government Access Marketplace and the county's website.

One company – South Eastern Road Treatment – submitted quotes. (Attachment 1). South Eastern Road Treatment has consistently been the only bidder for the last ten years. The regional distributor of calcium chloride, AVF Industries in Atlanta, confirmed that they supply only one vendor in this area, which is South Eastern Road Treatment. The price they offered, at \$1.10 per gallon, has risen only 14.6% over the last seven years (Attachment 2).

The Road Department recommends awarding to South Eastern Road Treatment, Inc. A Contract Performance Evaluation for previous work is attached. (Attachment 3). Specifics of the proposed contract renewal are as follows:

Contract Name	#2067-A Dust Control
Contractor	South Eastern Road Treatment, Inc.
Type of Contract	Annual, Not to Exceed
Not to Exceed Amount	\$126,371.00
Budget:	
Org Code	10040220 Road Dept.
Object	521316 Technical Services
Requested in the Fiscal Year 2023 Budget	\$126,371.00

Approved by: *

Date:

*Note: Approval is conditional upon funds being budgeted in the Fiscal Year 2023 budget.

**RFQ #2067-A DUST CONTROL
TALLY SHEET**

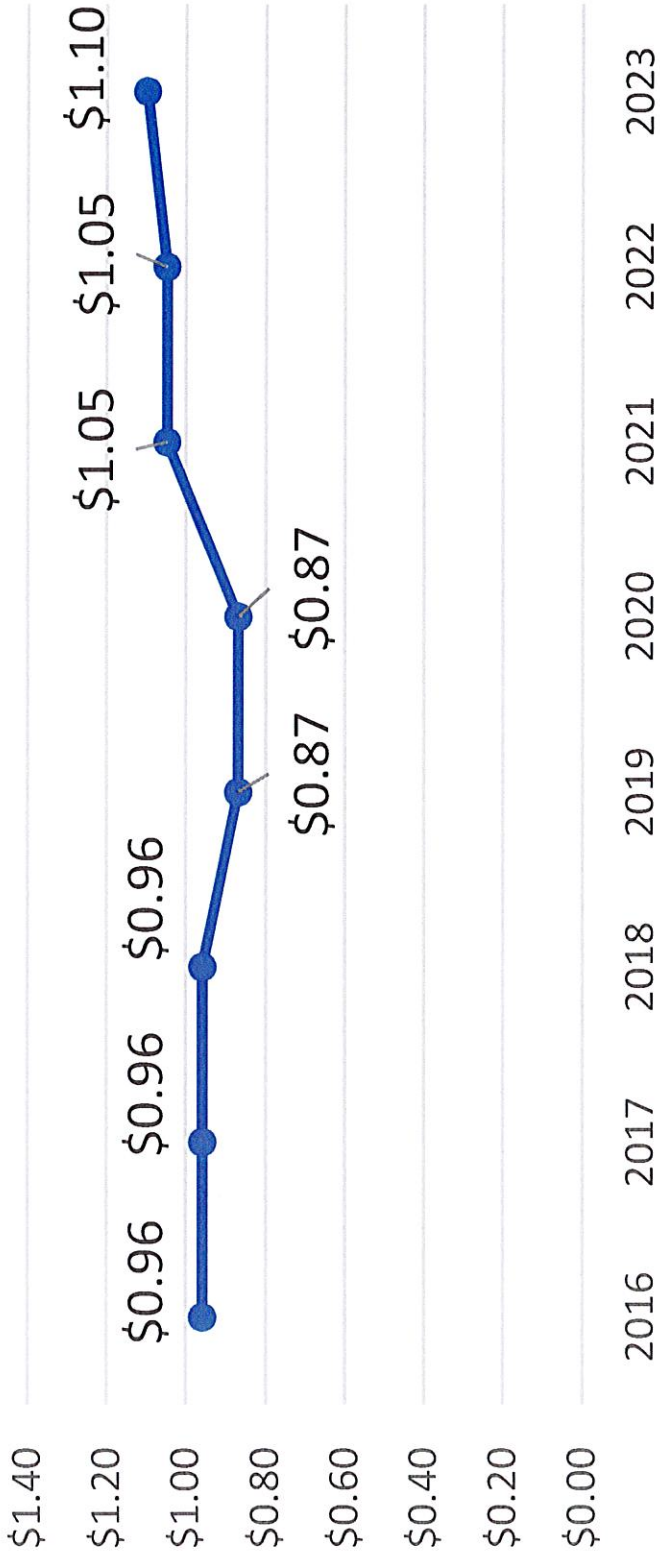
Page 80 of 127

Attachment 1

DUE DATE: 3:00p.m., Friday, April 8, 2022

			South Eastern Road Treatment, INC.	
Item	Application Schedule	Unit of Measurement	Unit Price	Extended Price
Calcium Chloride	Fall 2022, estimated 36,200 gallons	Per Gallon - Estimated spread rate 0.3 GAL/SY	\$1.09	\$39,458.00
Calcium Chloride	Spring 2023, estimated 78,300 gallons	Per Gallon - Estimated spread rate 0.3 GAL/SY	\$1.11	\$86,913.00
Calcium Chloride Solution			35%	
Application Rate			.3 GAL/SY	
Total Bid Price				\$126,371.00

Calcium Chloride
Price per Gallon Trend



FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: South Eastern Road Treatment, Inc.	Contract Number: 1815-A
Mailing Address: PO Box 1058	Contract Description or Title: Dust Control Services
City, St, Zip Code: Evans, GA 30809	Contract Term (Dates) From: 7/1/2020 – 6/30/2022
Phone Number: 706-860-1893	Task Order Number: N/A
Cell Number: 706-339-4196	Other Reference: for award of Contract 2067-A
E-Mail Address: richiea@knology.net	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		✓			
2. Condition of delivered products			✓		
3. Quality of work			✓		
4. Adherence to specifications or scope of work		✓			
5. Timely, appropriate, & satisfactory problem or complaint resolution		✓			
6. Timeliness and accuracy of invoicing		✓			
7. Working relationship / interfacing with county staff and citizens		✓			
8. Service Call (On-Call) response time		✓			
9. Adherence to contract budget and schedule		✓			
10. Other (specify):					
11. Overall evaluation of contractor performance		✓			

EVALUATED BY

Signature: <i>Bradley Klinder</i>	Date of Evaluation: 4/12/22
Print Name: <i>Bradley Klinder</i>	Department/Division: ROAD
Title: <i>Assistant Director</i>	Telephone No: 6039



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *LB*

From: Natasha M. Duggan *ND*

Date: June 3, 2022

Subject: Contract 2069-A: Flint River Raw Water Pump #1 Repairs
Change Order 1: Bowl Assembly, Impeller and Shaft Replacement

On April 14, 2022, Fayette County awarded contract #2069-A to Goforth Williamson, Inc. (GWI) to make repairs to raw water pump #1 at the Flint River pump house. Due to the unknown extent of the repairs until the pump is removed, an allowance of \$1,500 was included in the original contract amount.

Once GWI removed the pump and disassembled it significant damage to the bowl assembly and the impeller was discovered (Attachments 1 and 2). In addition to these items, the top shaft and the 4 intermediate shafts need to be replaced. Change Order 1 requests full use of the \$1,500 allowance included in the contract plus an additional \$42,340.

Specifics of the proposed contract change order are as follows:

Contract Name	#2069-A: Flint River Raw Water Pump #1 Repairs
Contractor	Goforth Williamson, Inc.
Change Order	#1 Bowl Assembly, Impeller and Shaft Replacement
Contract Amount	\$15,650.00
Change Order 1:	
Bowl/Impeller/Shaft	43,840.00
Allowance	<u>(1,500.00)</u>
	\$57,990.00

Significant Damage (Close Emergency Repair)

Budget:

Org Code	507	Water CIP
Object	117607	
Project	9WSPR	Pump Refurbishment
Available	\$181,173.47	As of 6/2/2022

Approved by: *[Signature]*

Date: 6/6/22

Place on County Administrator's Report? Yes No

On Agenda Dated: 6/23/2022





Page 1 of 3

Fax: 770-467-0301

Date: 18-May-22

James Mullen
Fayette County Water System
Flint River LS
437 Hampton Rd.
Fayetteville , GA 30215
United States of America

Page 2 of 3



Goforth Williamson, inc.

Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: 219251-1

Date: 18-May-22

To

Fayette County Water System
 140 Stonewall Avenue South
 Suite 101
 Fayetteville, GA 30214
 United States of America

Quote To

James Mullen
 Fayette County Water System
 Flint River LS
 437 Hampton Rd.
 Fayetteville, GA 30215
 United States of America

Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		REBAXT
Quantity	Description	Unit Price	Amount	
	THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.			



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *LB*

From: Sherry White *SW*

Date: March 15, 2022

Subject: Contract #2071-S: Siemens Automation Service Agreement

Siemens Industry, Inc., has installed equipment and building automation software in the Courthouse, Sheriff's Offices, Jail, Jail Annex, and Library. This includes field panel controllers, energy monitors, temperature sensors, pressure sensors, damper actuators, and other items. These systems require annual maintenance, software support and updates, and repair or replacement parts.

Building & Grounds Maintenance recommends award of a one-year annual agreement in the amount of \$72,600. Due to the labor rate increases over the past year, this is a 7.2% increase over the previous contract, which is a considerably higher percent than previous years as shown below:

Fiscal Year	Amount	Delta
FY 2016	\$58,457.00	
FY 2017	\$60,211.00	3.0%
FY 2018	\$62,018.00	3.0%
FY 2019	\$63,800.00	2.9%
FY 2020	\$63,800.00	0.0%
FY 2021	\$65,714.00	3.0%
FY 2022	\$67,685.00	3.0%
FY 2023	\$72,600.00	7.3%

Siemens attributes the needed increase to escalating labor costs (Attachment 1).

A Contractor Performance Evaluation for Siemens is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#2071-S: Siemens Automation Service Agreement
Contractor	Siemens Industry, Inc.
Type of Contract	Annual service agreement
Total Contract Amount	\$72,600.00

Budget:

		Contract Amount	FY23 Request
Org Code	10060500 - Library (13%)	\$ 9,438.00	\$ 9,438.00
	10020090 - Justice Center (35%)	25,410.00	25,410.00
	10030326 - Jail (29%)	21,054.00	21,054.00
	10030310 - Jail Annex (23%)	<u>16,698.00</u>	<u>16,698.00</u>
	Total FY 2023	\$72,600.00	\$72,600.00
Object	522235 Building Maintenance		
Project	N/A		

Approved by: *



Date:



*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2023 budget.

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

Attachment 1

**Siemens Automation Service
Hourly Rates - Trends**

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	Change
	<u>943-S</u>	<u>943-S</u>	<u>943-S</u>	<u>1528-S</u>	<u>1645-S</u>	<u>1831-S</u>	<u>1831-S</u>	<u>2071-S</u>	<u>2022 - 2023</u>
Annual Payment	58,457.00	60,211.00	62,018.00	63,800.00	63,800.00	65,714.00	67,685.00	72,600.00	7.3%
Straight Time									
Automation Specialist	120.00	120.00	120.00	126.00	126.00	162.40	162.40	177.00	9.0%
Fire/Life Safety Specialist	108.00	108.00	108.00	120.00	120.00	143.20	143.20	150.00	4.7%
Security Specialist	116.00	116.00	116.00	140.00	140.00	186.40	186.40	161.00	-13.6%
Electrical Services Technician	160.00	160.00	160.00	165.00	165.00	197.00	197.00	161.00	-18.3%
Service Mechanic	102.00	102.00	102.00	120.00	120.00	128.00	128.00	199.00	55.5%
Chiller Mechanic	NA	NA	NA	140.00	140.00	180.00	180.00	197.00	9.4%
Project Mgr/Client Svcs Mgr	165.00	165.00	165.00	165.00	165.00	186.40	186.40	225.00	20.7%
							1,183.40	1,270.00	7.3%
Regular Overtime									
Automation Specialist	180.00	180.00	180.00	189.00	189.00	243.60	243.60	265.50	9.0%
Fire/Life Safety Specialist	162.00	162.00	162.00	180.00	180.00	214.80	214.80	225.00	4.7%
Security Specialist	174.00	174.00	174.00	210.00	210.00	279.60	279.60	214.50	-23.3%
Electrical Services Technician	240.00	240.00	240.00	247.50	247.50	295.50	295.50	241.50	-18.3%
Service Mechanic	153.00	153.00	153.00	180.00	180.00	192.00	192.00	298.50	55.5%
Chiller Mechanic	NA	NA	NA	210.00	210.00	225.00	225.00	295.50	31.3%
Project Mgr/Client Svcs Mgr	247.50	247.50	247.50	247.50	247.50	279.60	279.60	337.50	20.7%
							1,730.10	1,878.00	8.5%
Sundays & Holidays									
Automation Specialist	240.00	240.00	240.00	252.00	252.00	324.80	324.80	354.00	9.0%
Fire/Life Safety Specialist	216.00	216.00	216.00	240.00	240.00	286.40	286.40	300.00	4.7%
Security Specialist	232.00	232.00	232.00	280.00	280.00	372.80	372.80	322.00	-13.6%
Electrical Services Technician	320.00	320.00	320.00	330.00	330.00	394.00	394.00	322.00	-18.3%
Service Mechanic	204.00	204.00	204.00	240.00	240.00	256.00	256.00	398.00	55.5%
Chiller Mechanic	NA	NA	NA	280.00	280.00	300.00	300.00	394.00	31.3%
Project Mgr/Client Svcs Mgr	330.00	330.00	330.00	330.00	330.00	372.80	372.80	450.00	20.7%
							2,306.80	2,540.00	10.1%

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: SIEMENS ENTERPRISE NETWORKS	Contract Number: 1831-S
Mailing Address: 400 INTERSTATE N PKWY. SUITE 1100	Contract Description or Title: Siemens Automation Service Agreement
City, St, Zip Code: ATLANTA, GA 30339	Contract Term (Dates) From: 7/1/2020 -6/30/22
Phone Number:	Task Order Number:
Cell Number: 678-646-7476	Other Reference: NEW CONTRACT 2071-S
E-Mail Address: MARK.SHERRY@SIEMENS.COM	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

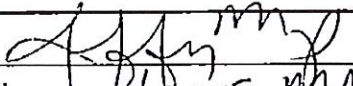
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		✓			
2. Condition of delivered products		✓			
3. Quality of work		✓			
4. Adherence to specifications or scope of work		✓			
5. Timely, appropriate, & satisfactory problem or complaint resolution		✓			
6. Timeliness and accuracy of invoicing			✓		
7. Working relationship / interfacing with county staff and citizens		✓			
8. Service Call (On-Call) response time			✓		
9. Adherence to contract budget and schedule		✓			
10. Other (specify):		✓			
11. Overall evaluation of contractor performance		✓			

EVALUATED BY

Signature: 	Date of Evaluation: 3/4/22
Print Name: Jeff Mayo	Department/Division: B&G Maintenance
Title: MR	Telephone No: 770 716 4283



Proven Outcomes[®]

Fayette Co Government Buildings
Courthouse, Jail, Jail Annex and Library

February 28, 2022

SIEMENS



Advantage Services
Fayette County Government Buildings
Courthouse, Jail, Jail Annex and Library
Outcome Based Services Program

Table of Contents

Advantage Services Fayette County Government Buildings	1
1 Service Implementation Plan	3
1.1 Executive Summary	3
1.2 Annual Services Summary	3
1.3 Proven Outcomes Service Framework	4
1.4 Key Performance Measures (KPI's)	5
1.5 Performance Reporting	5
1.6 Automation Services	5
1.6.1 System Performance	6
1.7 Services Delivery Recap	7
1.8 Support Team	8
1.9 Signature Page and Investment By and Between:	9
Appendix A. Discounted Labor & Material Pricing	10

1 Service Implementation Plan

1.1 Executive Summary

You have made a significant investment in your facility and its complex technical systems which are critical to the profitability and productivity of your overall business. This proposed service solution, our Service Agreement, will proactively serve to protect that substantial investment through a program of planned service tasks by our trained technical staff.

This Service Agreement has been specifically developed to support your unique facility, and the services provided herein will help you in achieving your facility goals.

1.2 Annual Services Summary

The scope of service within this agreement includes:

Outcome Based Services – Proven Outcomes

- Semi-annual Key Performance Indicator reporting
- Remote service support via Siemens cRSP platform
- 24 hour service response – 2 Hour online – 4 hour on site. 770-935-2020
- Quarterly Automation Health Reports
- Outcome Based Preventive Maintenance – 1 day per month
- Customer Directed support (10 days)
- Data protection & recovery
- Comprehensive Coverage on select equipment
- Isolation Room Differential Pressure Sensor (qty 4) Verification - 1 time per year

1.3 Proven Outcomes Service Framework

Siemens Proven Outcomes Service Framework is based on three a 3-step continuous process:



Define

We will continue to work with you to understand your goals and strategies, and ultimately Key Performance Indicators (KPI's). By establishing KPI's, we ensure that a service program is designed with those performance metrics in mind, so that we can focus on your priorities and the expected results will be achieved and measured.

Deliver

We deliver services that are directly aligned with the expected outcomes (KPI's). This helps to ensure that the services and tasks are aligned with your goals. In addition, we provide transparency to the services as they are performed

Demonstrate

We quantify performance against your KPI's and review this performance with you on a regular basis. We also review any recommendations for improvement and establish next steps with you. This keeps the services we provide relevant to your needs. The Proven Outcomes Service Framework is a collaborative approach which ensures that we work together to ultimately help to achieve your objectives.

1.4 Key Performance Measures (KPI's)

Based on our discussions we include the following KPI's as they relate to your goals:

Goal	KPI	How to attain data	Target	Value
High-Performance County Infrastructure	BAS Points in Operator override	Data available via APOGEE	Less than	5%
High-Performance County Infrastructure	BAS Total Failed Points	Data available via APOGEE	Less than	5%
High-Performance County Infrastructure	BAS Unique Alarms	Data available via APOGEE	Less than	5%
High-Performance County Infrastructure	BAS Points Out of Service	Data available via APOGEE	Less than	5%

1.5 Performance Reporting

Siemens will provide semi-annual system reporting indicating the Health of your system and the ongoing results of your KPI's:

Semiannually – Performance Reporting - KPI summary Report.

Semiannually meeting with Siemens Account Executive, Client Service Manager and Owner representative to review program results.

1.6 Automation Services

Outcome based maintenance

We will provide outcome based maintenance according to the quarterly automation health reporting performed and in accordance with a program of routines as determined by our experience, equipment application and location. The list of field panels and/or devices, included under this service, is identified in the maintained equipment table. Unless covered by comprehensive coverage, material repairs are not included in this scope of work and will handled with a separate purchase order.

Emergency Onsite/Remote Response: Monday through Sunday, 24 Hours per Day

This is provided to reduce the costs and disruptions of downtime when an unexpected problem does occur. Siemens will provide this service between scheduled service calls and make our best effort to respond online/onsite at your facility within 2 hours for critical emergencies, or within 24 hours for non-emergency conditions, Monday through Sunday, 24 hours per day, including Holidays, upon receiving notification of an emergency. There may be circumstances out of our control that do not allow us to make this time frame but we will make all efforts to achieve this. Service calls are billable per your labor rates detailed in appendix.

Data Protection & Data Recovery Services

Siemens will perform scheduled database back-ups of your workstation database & graphics and / or field panel databases and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this service agreement) to reload the databases and system files from our stored backup copy, to restore your operation as soon as possible. The equipment to be included as part of this service, is itemized in the List of Maintained Equipment in this service agreement. The restoration service call will be a billable call.

Customer Directed Support

With Customer Directed Support, Siemens will provide a trained and experienced automation specialist or mechanic who, during normal business hours, will work under your direction. The intent of this service is to offer you labor assistance in completing a special project or to meet a facility objective. These hours are to be used in no less than 4 hour increments. Your Customer Support Manager will be responsible for tracking these hours and will provide quarterly report on hours used.

A total of (80) hours of Customer Directed Support is included in this agreement.

Repair & Replacement Services

To reduce the unexpected costs of unbudgeted repairs, Siemens will provide labor and / or materials to repair or replace failed or worn components. Prior to beginning any repair or replacement, Siemens will troubleshoot the system to diagnose your system's problem. Components that are suspected of being faulty may be repaired or replaced in advance to minimize the occurrence of system interruptions. Equipment covered under this agreement is itemized on the List of Maintained Equipment, unless otherwise noted. Items not covered will be brought to the owner's attention.

1.6.1 System Performance**Software Updates**

Insight has reached its last version, V3.15, and you have this version installed on your system. No revisions are available or included.

1.7 Services Delivery Recap

Equipment Served	Total Quantity	Replace / Repair Coverage	Courthouse	Jail	Annex	Library
System Backup	1	n/a	1			
PC and Monitor	3	y	1	1		1
PXC Modular with Modbus Driver	1	y	1			
PXC Modular	6	y	4			2
PXC Compact 36	9	y	6	3	0	
BIM	5	y	4	1		
Digital Energy Monitor	6	y	3	3		
TEC (VAV)	70	y	19	17	17	17
TEC (PIU)	110	y	38	36	36	
TEC (RTU/MAU)	32	y	10	12	10	
Room Temp Sensor	208	y	90	54	47	17
Room RH Sensor	2	y				2
Duct Temp Sensor (PIU)	112	y	38	36	36	2
Duct Temp Sensor (RTU/MAU)	194	y	60	72	60	2
Well Temp Sensor	4	y				4
Diff Pressure Sensor AHU's (air)	29	y	14	3	12	
Diff Pressure Sensor HW Plant (water)	1	y				1
CO2 Sensor	26	y	24	2		
OA Sensor	2	y	1			1
Damper Actuators (Terminal Units)	179	y	57	53	53	16
Low Temp Detector	11	y	10		1	
CHW/HW Actuator	2	y				2
Isolation Room Differential Pressure Sensor	4	y		4		
Trunk Interface	4	y	2	1		1

1.8 Support Team

The following list outlines the service team that will be assigned to the service agreement for your facility.

Your Assigned Team of Service Professionals will include:

Mark Sherry - Account Representative manages the overall strategic service plan based upon your current and future service requirements.

Yves Delon - Client Service Manager is responsible for ensuring that our contractual obligations are delivered, your expectations are being met and you are satisfied with the delivery of our services.

Krassen Krastev - Primary Digital Service Specialist will be assigned to do the initial software set up and provide ongoing monitoring and software performance with support from the RSS. They will also provide ongoing Fault Triage and analysis (if within the scope of this program).

David Hall - Primary Onsite Service Specialist is responsible for performing the ongoing service of your system.

Dan Brown - Service Operations Manager is responsible for managing the delivery of your entire support program and service requirements.

Michelle McKelvey - Service Coordinator is responsible for scheduling your planned maintenance visits, and handling your emergency situations by taking the appropriate action.

Siemens Industry, Inc.
1745 Corporate Dr., Suite 240
Norcross, GA 30093

Fayette County Government
One Center Drive
Fayetteville, GA 30214

1. Proposal and pricing are based on mutually agreeable terms and conditions.
2. Agreement based on Fayette Co. maintaining an internet connection and utilizing Siemens cRSP remote services software.
3. Services shall be provided at Courthouse, Jail and Jail Annex located at One Center Drive and the county Library at 1821 Heritage Parkway, Fayetteville, GA 30214.
4. Any applicable sales taxes are included in the price of this proposal.
5. Prices quoted in this proposal are firm for 30 days.
6. This agreement shall remain in effect for 1 Year beginning 7/1/2022.
7. All billings shall be made at beginning of cycle.
8. All work performed Monday thru Friday during normal working hours between 7:30AM to 4:30PM local time. Services requiring Saturday, Sunday and Holiday work is not included.

Total price for the above scope of work.....\$72,600.00

Proposal submitted by:

Siemens Industry, Inc.

MASS

2/28/2022

Signature _____

Date _____

Signature

Date _____

Appendix A. Discounted Labor & Material Pricing

As a Service Agreement customer with an active contract, you will receive the benefit of a discount from our standard labor rates and material prices. Standard rates and preferred customer rates are documented below. Pricing is subject to change.

<u>Contract Customers</u>	<u>Regular hrs Mon-Fri</u>	<u>Overtime</u>	<u>Sun. and/or Holidays</u>
Automation Specialist	\$177.00	\$265.50	\$354.00
Fitter/Mechanic	\$150.00	\$225.00	\$300.00
Fire Technician	\$161.00	\$241.50	\$322.00
Sprinkler Technician	\$161.00	\$241.50	\$322.00
Security Technician	\$199.00	\$298.50	\$398.00
Electrical Specialist	\$197.00	\$295.50	\$394.00
PM/Client Services Mgr.	\$225.00	\$337.50	\$450.00
<u>Non-Contract Customers</u>	<u>Regular hrs Mon-Fri</u>	<u>Overtime</u>	<u>Sun. and/or Holidays</u>
Automation Specialist	\$222.00	\$333.00	\$444.00
Fitter/Mechanic	\$188.00	\$282.00	\$376.00
Fire Technician	\$202.00	\$303.00	\$404.00
Sprinkler Technician	\$202.00	\$303.00	\$404.00
Security Technician	\$249.00	\$373.50	\$498.00
Electrical Specialist	\$219.00	\$328.50	\$438.00
PM/Client Services Mgr.	\$282.00	\$423.00	\$564.00

Minimum Charge: Service involving travel to the customer site will incur a four-hour (Two for Preferred) minimum labor charge. A Trip charge (\$95 for Preferred, \$125 for Standard) will be included on each on site invoice. Service for on-line support will incur a two-hour (One for Preferred) minimum labor charge. Jobs that require Welding/Brazing/Soldering will include a \$50 consumable fee.

Material Pricing

Automation

Material Rates: Standard Pricing: List less 50% (0.5 multiplier)

Preferred Customer Pricing (Active Service Agreement): List less 50% and 20% (0.4 multiplier)

Training Discount: Customers with an active Service Agreement will benefit from a 5% discount off the standard pricing for Siemens Building Technologies Training. Classes are restricted by minimum level requirements.

Fire Life Safety

Material Rates: Customers with an active Service Agreement will benefit from a discount off the standard pricing for Siemens Building Technologies products in the Life Safety Product Pricing Guide. Customers without a Service Agreement will pay "User Net" pricing. Customers with a service agreement will receive "Trade Net" pricing.

Administrator's Report: I



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *[Signature]*
 From: Natasha M. Duggan *[Signature]*
 Date: May 23, 2022
 Subject: **Contract #2072-S: Cal-Flo Lime Slurry**

In December 2015 Fayette County Water System installed a new liquid lime system at both water treatment plants. The Cal-Flo Lime Slurry System is a patented bulk slurry storage and feed system manufactured by Burnett Lime Company. Burnett provided a fixed unit price of \$0.066 through June 30, 2024, for lime slurry (Attachment 1). Burnett will also provide a certified technician to perform annual service to the mixer and feed pumps with no on-site labor charge to complete this service.

A Contractor Performance Evaluation is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#2072-S: Cal-Flo Lime Slurry		
Contractor	Burnett Lime Company, Inc.		
Type of Contract	Fixed Unit Price (\$0.066 per liquid pound)		
Not-to-exceed (NTE) amount	\$107,576.04		
Budget:			
	Crosstown	S. Fayette	
Org Code	50543031	50543041	
Object	531182	531182	Chemicals
Liquid Pounds	920,916	709,024	1,629,940
Contract NTE	\$60,780.46	\$46,795.58	\$107,576.04
Requested FY23 Budget	\$66,859.00	\$51,475.00	\$118,334.00

Approved by: * *[Signature]* Date: 5/24/22

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2023 budget.

Place on County Administrator's Report? ☒ Yes ☐ No

On Agenda Dated: 6/23/2022

March 25, 2022

Mr. Joseph Spann
Crosstown Water Treatment Plant Manager
3500 TDK Blvd
Peachtree City, Georgia 30269

Subject: Two-Year Price Quote for CAL~FLO Slurry (2022-2024)

Because of the inflationary pressure from all sectors of our economy, Burnett has adjusted the price for CAL~FLO slurry for the next two years. The updated delivered price for CAL~FLO will be \$0.066 per liquid pound. Typical shipments will weigh 45,000 liquid pounds. We appreciate your business and the relationship with all the plant staff.

Best regards,



Hugh Burnett
Vice President

Phone: 864-592-1658

Fax: 864-592-1690

Email: hburnett@burnett-inc.com

Web: www.burnett-inc.com



FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Burnett Lime Company	Contract Number: 1697-S
Mailing Address: 7095 Highway 11	Contract Description or Title: Cal-Flo Lime Slurry
City, St, Zip Code: Campobello, SC 29322	Contract Term (Dates) From: 7/8/2019-Present
Phone Number:	Task Order Number:
Cell Number:	Other Reference: This is for award of 2072-S
E-Mail Address: hburnett@burnett-inc.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

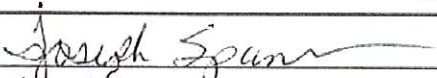
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 3/8/2022
Print Name: Joseph Spann	Department/Division: Water/Crosstown WTP
Title: Crosstown Water Plant Manager	Telephone No: 770-320-6081

[illegible][illegible]



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *TLB*
 From: Natasha M. Duggan *NMD*
 Date: April 4, 2022
 Subject: Contract #2073-S: SeaQuest

In 2019 the Georgia Environmental Protection Division's Drinking Water Permitting and Engineering Unit approved Fayette County to conduct a pilot study. The study required the Water System to convert from use of the previous Aquadene phosphate to a brand called SeaQuest, which is distributed exclusively by Sowega Chlorinator Company, Inc.

The pilot study began in Fiscal Year 2020 with Contract #1732-S, which included (1) provision of two metering pumps and two coupon racks and (2) SeaQuest phosphate on an as-needed basis. With the two available contract renewals now exhausted, it is proposed that a new annual contract be executed with Sowega Chlorinator for provision of the SeaQuest phosphate.

The previous price of \$12.50 per gallon was held for the three-year term of the initial contract plus renewals. The price for the new contract is \$14.14 per gallon. The total contract amount, however, is dropping from \$66,000.00 in Fiscal Year 2022 to \$65,326.80 in Fiscal Year 2023. This is because experience has shown that less phosphate is needed at the South Fayette Water Treatment Plant.

Sowega Chlorinator Co., Inc. is the sole distributor in Georgia for SeaQuest and includes coupon testing every 60 days. The Water System recommends awarding to Sowega Chlorinator Co., Inc. A Contractor Performance Evaluation is attached (Attachment 1).

Specifics of the proposed contract are as follows:

Contract Name	#2073-S: SeaQuest
Contractor	Sowega Chlorinator Co., Inc.
Type of Contract	Fixed Unit Price
Not to Exceed Amount	<u>\$65,326.80</u> (\$14.14 per gal. fixed unit price/4,620 gal.)
Budget:	

	Crosstown	S. Fayette	
Org Code	50543031	50543041	
Object	531182	531182	Chemicals
Contract Amount	\$37,329.60	\$27,997.20	\$65,326.80
FY23 Requested Budget	\$37,330.00	\$27,998.00	\$65,328.00

Approved by: * *[Signature]* Date: 4/7/22

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2023 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: 4/23/2022

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Sowega Chlorinator Co., Inc.	Contract Number: 1732-A
Mailing Address: PO Box 3006	Contract Description or Title: Seaquest Phosphate Corrosion Control
City, St, Zip Code: Albany, GA 31706	Contract Term (Dates) From: 9/25/2019-Present
Phone Number: 229-436-8512	Task Order Number: N/A
Cell Number: 229-349-010	Other Reference: For award of 2073-S FY23
E-Mail Address: info@sowegachlorinator.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

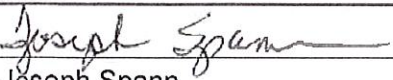
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		x			

EVALUATED BY

Signature: 	Date of Evaluation: 3/8/2022
Print Name: Joseph Spann	Department/Division: Water/Crosstown WTP
Title: Crosstown Water Plant Manager	Telephone No: 770-320-6081

[illegible][illegible]

**Purchasing Department**

140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *LB*
 From: Sherry White *SW*
 Date: April 26, 2022
 Subject: Contract #2079-B: Annual Stone Contract

Each year the Road Department uses various sizes of stone aggregate for projects such as asphalt mixes, erosion, control, and other uses. Each year, the county enters into an annual price contract for purchases as needed.


The Purchasing Department issued Invitation to Bid #2079-B to establish prices for Fiscal Year 2023, with two options to renew at the same contracted prices, for a total of three years. Notice of the opportunity was emailed to four companies. Another 94 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity codes #75035 (Crushed Stone, Including Rip Rap) and 75077 (Sand and Gravel). The offer was also advertised through Fayette News, Georgia Local Government Access Marketplace, the county website, and Channel 23.

Two vendors submitted quotes (Attachment 1). Because of the cost of hauling stone, typically only vendors with nearby quarries will compete for contracts.

The Road department recommends awarding to the lowest bidder Hanson Aggregates Southeast, LLC. A Contractor Performance Evaluation is attached for Hanson Aggregates' previous work (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#2079-B: Annual Stone Contract	
Type of Contract	Annual fixed price, indefinite quantity	
Vendors:		
Primary	Hanson Aggregates Southeast, LLC	
Not-to-Exceed Amount	\$137,585.00	
Budget:		
Org. Code	10040220	Road
Object Code	531173	Gravel and Sand
Requested Contract	\$137,585.00	
Requested FY23 Budget	\$138,000.00	

Approved by: *  Date: 4/27/22
 *Note: Approval is conditional upon funds being budgeted in the Fiscal Year 2023 budget.

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Hanson Aggregates, SE	Contract Number: 1812-B
Mailing Address: 3237 Satellite Blvd., Bldg. 300, Suite 210	Contract Description or Title: Stone Annual Contract
City, St, Zip Code: Duluth, GA 30096	Contract Term (Dates) From: 12/12/2021 To: current 6/30/2022
Phone Number: 770-491-2756	Task Order Number:
Cell Number: 470-336-8843	Other Reference: For #2079-B
E-Mail Address: Tyler.morgan@lehighhanson.com	

DEFINITIONS

- OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.
- EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.
- SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.
- UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule					X
2. Condition of delivered products			X		
3. Quality of work					X
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule					X
10. Other (specify):					
11. Overall evaluation of contractor performance			X		

EVALUATED BY

Signature: <i>Bradley Klinger</i>	Date of Evaluation: <i>4/21/22</i>
Print Name: <i>Bradley Klinger</i>	Department/Division: <i>Road</i>
Title: <i>Assistant Director</i>	Telephone No: <i>6039</i>

[illegible]



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson
 Through: Ted L. Burgess *Ty*
 From: Natasha M. Duggan *ND*
 Date: March 9, 2022
 Subject: Contract #2083-S: Purate for Water Treatment

Azure Water Services, LLC, dba Water Solutions provides Purate for both water treatment plants. Purate is a chemical mixture of 40% sodium chlorite and 8% hydrogen peroxide. When Purate is combined with sulfuric acid, chlorine dioxide is generated. This chlorine dioxide will oxidize iron and manganese from the water. Chlorine dioxide will also be used as a disinfectant for the water treatment process. This use of Purate and sulfuric acid to produce chlorine dioxide produces less disinfection by products than using chlorine gas to produce chlorine dioxide.

Azure Water Services will perform routine quarterly service maintenance of the generators and their employees are trained to recognize, troubleshoot, and repair the generators quickly when upset conditions are present.

The Water System recommends a sole source contract with Azure Water Services, LLC since they are the sole distributor for Purate in Georgia. A Contractor Performance Evaluation is attached (Attachment 1).

Specifics of the proposed contract are as follows:

Contract Name	#2083-S: Purate		
Contractor	Azure Water Services, LLC		
Not-to-exceed amount	<u>\$112,200.00 (132,000 lbs./Fixed unit price \$0.85/lb.)</u>		
Budget:			
	Crosstown	S. Fayette	
Org Code	50543031	50543041	
Object	531182	531182	Chemicals
Contract Amount	\$56,100.00	\$56,100.00	\$112,200.00 ✓
FY23 Requested Budget	\$56,100.00	\$56,100.00	\$112,200.00 ✓

Approved by: * *Steve Rapson* Date: 3/10/2022

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2023 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: 6/23/2022

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Azure Water Solutions LLC	Contract Number: 1936-S
Mailing Address: 280 Callegari Drive	Contract Description or Title: Purate
City, St, Zip Code: West Haven, CT 06516	Contract Term (Dates) From: 7/1/2021-Present
Phone Number: 706-635-0635	Task Order Number: n/a
Cell Number: n/a	Other Reference: for award of contract 2083-S
E-Mail Address: clo2guy@gmail.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

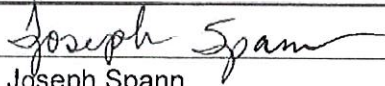
SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: 	Date of Evaluation: 3/8/2022
Print Name: Joseph Spann	Department/Division: Water/Crosstown Water Plant
Title: Crosstown Water Plant Manager	Telephone No: 770-320-6081

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

Administrator's Report: M



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Natasha M. Duggan *ND*

Date: May 3, 2022

Subject: Contract #2107-S: Spillman Annual Maintenance Agreement

The computer aided dispatch (CAD) used by Fayette County allows Public Safety Agencies in Fayette County to track 911 calls, map emergency situations, and track dispatched units in real time. The county contracts with Motorola Solutions, formerly Spillman Technologies, to maintain the 911 Center's CAD. This is an annual contract, coinciding with the county's fiscal year.

Due to its complexity and lengthy migration process, the Department recommends contracting with Motorola for FY2023. Their quoted price is a 4.0% increase over Fiscal Year 2022 as follows:

	FY2020	FY2021	FY2022	FY2023
	\$45,065.43	\$48,268.04	\$50,198.76	\$52,206.71
Increase		7.1%	4.0%	4.0%

The CAD is a key system at the 911 Center. They are currently looking at and evaluating products by other vendors to determine which they wish to schedule for demonstrations. A contractor performance evaluation for previous work is attached (Attachment 1).

Specifics of the proposed contract are as follows:

Contract Name	#2107-S: Spillman Annual Maintenance Agreement	
Contractor	Motorola Solutions	
Type of Contract	Annual	
Contract Amount	\$52,206.71	
Budget:		
Org Code	21530800	911
Object	522236	Software Maintenance
Requested in FY23 Budget	\$52,210.00	

Approved by: * *[Signature]* Date: 5/3/22

*Note: Approval is conditional upon funds being budgeted in the Fiscal Year 2023 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: _____

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Motorola Solutions, Inc.	Contract Number: 1952-S
Mailing Address: 1307 E. Algonquin Rd.	Contract Description or Title: Spillman Maintenance Agreement
City, St, Zip Code: Schaumburg, IL 60196	Contract Term (Dates) From: 7/1/2021 - Present
Phone Number: 801-902-1436	Task Order Number: n/a
Cell Number: 205-394-2085	Other Reference: for award of 2107-S FY23
E-Mail Address: billy.duncan@motorolasolutions.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			✓		
2. Condition of delivered products			✓		
3. Quality of work			✓		
4. Adherence to specifications or scope of work			✓		
5. Timely, appropriate, & satisfactory problem or complaint resolution			✓		
6. Timeliness and accuracy of invoicing			✓		
7. Working relationship / interfacing with county staff and citizens			✓		
8. Service Call (On-Call) response time			✓		
9. Adherence to contract budget and schedule			✓		
10. Other (specify):					
11. Overall evaluation of contractor performance			✓		

EVALUATED BY

Signature: <i>Katye Vogt</i>	Date of Evaluation: <i>5/3/22</i>
Print Name: <i>Katye Vogt</i>	Department/Division: <i>911 Communications</i>
Title: <i>911 Director</i>	Telephone No: <i>770-320-6053</i>

**Purchasing Department**

140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

To: Steve Rapson
Through: Ted L. Burgess *LB*
From: Ted Crumbley *TC*
Date: June 10, 2022
Subject: Bid #2113-B: Kenwood Park Playground Shade Structures

Bids had been solicited in September 2021 for two playground shade structures via Invitation to Bid #1988-B. While three bids were submitted, the Invitation to Bid (ITB) was cancelled because it was discovered that the dimensions of the offered shade structures did not fit the shape of the available location.

The Department of Parks and Recreation updated the specifications so that the structures' footprints would fit the space. The solicitation was re-issued as ITB #2113-B. The previous low bidder – Bliss Products and Services, Inc. – re-submitted with his best offer. The second said that they could not offer a competitive price. The third vendor, who was the highest-priced of the three, said basically that "my price is my price."

The Department of Parks and Recreation recommends award to the bidder, Bliss Products and Services, Inc. Their bid price is deemed to be competitive, since it is lower than any of the previous bids, including their own. A Contractor Performance Evaluation for work previously done by Bliss Products and Services, Inc. is attached (Attachment 1). Specifics of the proposed contract are as follows:

Contract Name:	#2113-B: Kenwood Park Playground Shade Structures
Vendor:	Bliss Products and Services, Inc.
Contract Amount:	<u>\$56,000.00</u>
Budget:	
Organization Code:	37560110 (Recreation CIP)
Object Code:	541320 (Building and Structures)
Project Code:	206AC (Kenwood Park Playground)
Available Budget:	\$ 70,000.00 as of 6/1/2022

Approval Signature

Date:

6/13/22

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Bliss Products and Services, Inc.	Contract Number: 1865-B
Mailing Address: 6831 S Sweetwater Road	Contract Description or Title: Playground Shade Structure
City, St, Zip Code: Lithia Springs, Ga. 30122	Contract Term (Dates) From: November 4, 2020 To:
Phone Number: 800-248-2547	Task Order Number:
Cell Number: 248-882-0567	Other Reference: For Bid #2113-B: Playground Shade Structure for Kenwood Park
E-Mail Address: Info@blissproducts.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products		X			
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: Anita Godbee	Date of Evaluation: 05/31/2022
Print Name: Anita Godbee	Department/Division: Parks and Recreation
Title: Director	Telephone No: 770-716-4321



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TLB*

From: Natasha M. Duggan *ND*

Date: May 23, 2022

Subject: Contract #2119-A: Lake Kedron Intake House Repair

The Purchasing Department issued Request for Quote #2119-A to secure a contractor to make repairs to the intake house at Lake Kedron. Notice of the opportunity was emailed to 45 companies. Another 1,864 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #90930 (Building Construction), #96185 (Maintenance and Repair, Utility and Underground Projects), and #91389 (Utility Services, Water). The offer was also advertised through Georgia Local Government Access Marketplace and posted on the Fayette County website.

Two (2) Companies submitted quotes (Attachment 1).

The Water System recommends awarding to Helix Group, Inc. A Contractor Performance Evaluation is attached (Attachment 2).

Specifics of the proposed contract are as follows:

Contract Name	#2119-A: Lake Kedron Intake House Repair	
Contractor	Helix Group, Inc.	
Not-to-exceed amount	<u>\$103,850.00</u>	
Budget:		
Org Code	50544020	Distribution
Object	522266	Repairs Meters & Water Lines
FY23 Requested Budget	\$137,362.00	

Approved by: *

[Signature]

Date:

5/24/22

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2023 budget.

Place on County Administrator's Report? Yes No

On Agenda Dated: 6/23/2022

RFQ #2119-A: Lake Kedron Intake House Repairs**Tally Sheet****Due: 3pm, Friday, May 20, 2022**

	Helix Group, Inc.	Herr Industrial, Inc.
Base Quote, per specification	\$ 98,850.00	\$ 99,155.00
Contingency Allowance*	\$ 5,000.00	\$ 5,000.00
Total Base Quote	\$ 103,850.00	\$ 104,155.00

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Helix Group, Inc.	Contract Number: 1963-B
Mailing Address: 1375 Oakley Industrial Blvd.	Contract Description or Title: Patricia Lane Culvert
City, St, Zip Code: Fairburn, GA 30213	Contract Term (Dates) From: 6/22/2021 - Present
Phone Number: 470-491-4500	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of Contract 2119-A Kedron Intake House
E-Mail Address: admin@helixgroupinc.com	

DEFINITIONS

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products	X				
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens	X				
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance		X			

EVALUATED BY

Signature: <i>Christian Smith</i>	Date of Evaluation: 03-31-2022
Print Name: Christian Smith	Department/Division: Environmental Management
Title: Project Manager	Telephone No: 770-305-5410

EXPLANATIONS / COMMENTS

1. Do not submit page 2 without page 1.
2. Use this page to explain evaluations of *Outstanding* or *Unsatisfactory*.
3. Be specific (include paragraph and page numbers referenced in the applicable contract, etc.). Continue on separate sheet if needed (show company name and contract number or other reference)

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):

[illegible]

Administrator's Report: P



Purchasing Department
 140 Stonewall Avenue West, Ste 204
 Fayetteville, GA 30214
 Phone: 770-305-5420
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TB*

From: Natasha M. Duggan *ND*

Date: June 6, 2022

Subject: Contract #2127-S: Carusol-20

Hawkins, Inc. is the current authorized distributor for Carusol-20 (Sodium Permanganate) in the State of Georgia. Several years ago, Hawkins installed tanks and containments for the South Fayette raw water intake. As part of Fayette County's effort to upgrade the water treatment process, a new building was constructed at Crosstown for the Permanganate.

The Water System recommends sole sourcing the contract with Hawkins because it would not be beneficial to change out the Hawkins owned equipment. A Contractor Performance Evaluation is attached.

Specifics of the proposed contract are as follows:

Contract Name	#2127-S: Carusol-20		
Contractor	Hawkins, Inc.		
Not to Exceed Amount	\$89,743.50 (Fixed Unit Price \$12.95/gallon)		
Budget:			
	Crosstown	S. Fayette	Total
Org Code	50543031	50543041	
Object	531182	531182	Chemicals
NTE Amount	\$51,282.00	\$38,461.50	\$89,743.50
FY23 Requested Budget	\$53,230.00	\$39,922.00	\$93,152.00

Approved by: * *[Signature]* Date: 6/6/22

*Note: Approval is conditional upon funds being budgeted and approved in Fiscal Year 2023 budget.

Place on County Administrator's Report? ☒ Yes ☐ No

On Agenda Dated: 6/23/2022

FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION**COMPLETE ALL APPLICABLE INFORMATION**

Company Name: Hawkins, Inc.

Contract Number: 1691-S

Mailing Address: 821 William D. Jones Blvd.

Contract Description or Title: Carusol 20

City, St, Zip Code: Fayetteville, TN 37334

Contract Term (Dates) From: 7/1/2019 - Present

Phone Number: 229-894-7797

Task Order Number: n/a

Cell Number:

Other Reference: for award of 2127-S FY23

E-Mail Address: ptyson@adc-chem.com**DEFINITIONS**

OUTSTANDING – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

EXCELLENT (Exc) - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

SATISFACTORY (Sat) - Vendor met minimum contractual requirements or performance expectations of the products/services.

UNSATISFACTORY (UnSat) - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule		X			
10. Other (specify):					X
11. Overall evaluation of contractor performance		X			

EVALUATED BYSignature: *Lacy Gray*

Date of Evaluation: 6/6/22

Print Name: Lacy Gray

Department/Division: Water System - Crossbow & South Fayette

Title: Plant Manager

Telephone No: 770-320-6081

[illegible]

Purchasing Department Comments (e.g. did the vendor honor all offers; submit insurance, bonds & other documents in a timely manner; and provide additional information as requested?):