

CITY OF DOUGLASVILLE
CITY COUNCIL REGULAR MEETING

Agenda - FINAL-Revised



MONDAY, MAY 20, 2019

6:00 PM

Conference Center, Auditorium, 6700 Church Street

1. Call To Order

Mayor Rochelle Robinson

2. Invocation

Pastor Matt Shaffer, Small Groups Pastor of Church at Chapelhill

3. Pledge of Allegiance

Mayor Pro Tem Richard Segal

4. Announcements - Presentations

5. Minutes Approval

- A. Minutes of the legislative work session and executive session of May 2, 2019 and the regular meeting of May 6, 2019.

6. Consent Agenda

- A. Item 20-19-11 - Authorize the Mayor to sign a User Agency Lease Agreement with Xerox Corporation for ALTALINK and VERSALINK equipment for the Police Department.
Public Safety Committee - Chairman Sam Davis
- B. Item 20-19-12 - Adopt an ordinance enacting a revised Chapter 18 - Animals, of the City Code, to correct references to law enforcement agency names and jurisdiction, and to revise formatting.
Public Safety Committee - Chairman Sam Davis
- C. Item 20-19-13 - Authorize the Douglasville Police Department to apply for the 2019 Bullet Proof Vest Grant from the U.S. Department of Justice (DOJ) Bureau of Justice Assistance, in the amount of \$26,670.00 for 1/2 the cost of 70 bullet proof vests.
Public Safety Committee - Chairman Sam Davis

- D. Item 23-19-2 - Authorize the Mayor to sign an agreement with Goodwyn, Mills & Cawood, Inc. for architectural services for Mill Village Park.
Parks & Recreation Committee - Chairman Chris Watts
- E. Item 23-19-3 - Authorize the Mayor to sign an agreement with Goodwyn, Mills & Cawood, Inc. for architectural services for Willing Workers Park.
Parks & Recreation Committee - Chairman Chris Watts
- F. Item 23-19-4 - Authorize the Mayor to sign an Annual Pond Management Contract with Solitude Lake Management, LLC for lake testing and management services for Hunter Park.
Parks & Recreation Committee - Chairman Chris Watts
- G. Item 26-19-8 - Authorize the Mayor to sign an agreement with Bartow Paving Company, Inc. for the 2019 SPLOST Resurfacing Project.
Maintenance & Sanitation Committee - Chairman Chris Watts
- H. Item 26-19-9 - Authorize the Mayor to sign an agreement with C.W. Matthews Contracting Co., Inc. for the Douglas Boulevard Resurfacing Project.
Maintenance & Sanitation Committee - Chairman Chris Watts
- I. Item 27-19-11 - Authorize the Mayor to sign a Local Administered Projects Certification agreement and authorize the Mayor to sign an agreement with the Georgia Department of Transportation to adopt their Procurement Policy for The Procurement, Management and Administration of Engineering and Design Related Consultant Services.
Transportation Committee - Chairwoman LaShun B. Danley
- J. Item 27-19-12 - Authorize the Mayor to sign a Professional Services Agreement with Jacobs Engineering Group Inc. to prepare the City's Comprehensive Transportation Plan.
Transportation Committee - Chairwoman LaShun B. Danley
- 7. **Public Safety Committee - Chairman Sam Davis**
- 8. **Community & Economic Development Committee - Chairman Richard Segal**
- 9. **Planning & Development Committee - Chairman Mark Adams**
 - A. Item 22-19-39 - Hold a public hearing and consider a request for a Special Land Use Permit for a religious institution or place of worship for 1.19 +/- acres zoned LI (Light Industrial District) at 6689 Parker Street located in Land Lot 17 District 1 Section 5A, Parcel 27. Application made by Zena Young, Word of Life Church.
 - B. Item 22-19-40 - Consider a request for revised plat approval for Parcel number 02280250004 for the purpose of subdividing the parcel separating the existing house, for 10 acres at 1680 Dorris Road in Land Lot 228, District 2, Section 5, Parcel 4. Application by Lon Bell, Cedar Bluff Properties, LLC.
 - C. Item 22-19-41 - Refer to the Planning Commission a proposed ordinance to amend table 7-2 of the Unified Development Ordinance of the Code of the City of Douglasville to revise provisions concerning the number of wall signs allowed in commercial districts, industrial centers and planned centers.

10. **Parks & Recreation Committee - Chairman Chris Watts**
11. **Finance Committee - Chairman Mark Adams**
 - A. Item 24-19-7 - Authorize the Mayor to sign an agreement with RA-LIN and Associates, Inc. for the Courthouse Square West Renovation Project and the Cedar Mountain Road facility.
12. **Information Technology Committee - Chairman Terry Miller**
13. **Maintenance & Sanitation Committee - Chairman Chris Watts**
14. **Transportation Committee - Chairwoman LaShun B. Danley**
15. **Personnel & Organization Committee - Chairman Richard Segal**
16. **Ordinances & Intergovernmental Committee - Chairwoman LaShun B. Danley**
17. **Education & Training Committee - Chairman Sam Davis**
18. **Communications Committee - Chairman Terry Miller**
19. **Other Business**
20. **City Attorney - Joel Dodson**
21. **Chief Assistant City Attorney - Suzan Littlefield**
22. **Chief of Police - Gary Sparks**
23. **City Manager - Marcia Hampton**
24. **Comments from Citizens and Delegates**
25. **Staff Reports**
26. **Adjournment**



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: 10472, Version: 1

Minutes of the legislative work session and executive session of May 2, 2019 and the regular meeting of May 6, 2019.



Legislative Work Session

6695 Church Street
Douglasville, GA 30134
<http://www.douglasvillega.gov>

~Minutes~

Thursday, May 2, 2019

6:00 PM

Conference Center, Auditorium, 6700 Church Street

Rollcall

Members Present:

Mayor Rochelle Robinson, Mayor Pro Tem Richard Segal, Councilman Mark Adams, Councilwoman LaShun Burr Danley, Councilman Sam Davis, Councilman Terry Miller

Members Absent:

Councilman Christopher Watts

Members Staff:

Suzan Littlefield, Marcia Hampton, Chelsea Jackson, Vicki Acker, Candyce James, Karin Callan, Jonathan Corona, Melissa Dickinson, Xavier Jones, Travis Landrum, Greg Roberts, Sue Anne Shaw, Aaron Szarowicz, Steve Tiedemann, Patrice Williams, Michelle Wright

1. Call To Order

Mayor Rochelle Robinson; 6:04 p.m.

2. Invocation

Pastor James Harper of First Presbyterian Church Douglasville

3. Pledge of Allegiance

Mayor Pro Tem Richard Segal

4. Announcements - Presentations

- A.** Presentation of a proclamation by Mayor Rochelle Robinson to the City Clerk and Assistant City Clerk declaring May 5, 2019 through May 11, 2019 as Municipal Clerk's Week in the City of Douglasville.
- B.** Presentation of a proclamation by Mayor Rochelle Robinson to Ms. Monica Ellis, founder of the Lupus Matters Corporation, proclaiming the month of May 2019 as Lupus Awareness Month in the City of Douglasville.
- C.** Presentation by Mayor Rochelle Robinson of a proclamation declaring the month of April 2019, as Safe Digging Month in the City of Douglasville, to representatives of the Douglas County UCC and Georgia 811.

5. Discussion

Council discussed various matters, and citizen comments were heard.

6. Executive Session

A. Adjourn into executive session to discuss potential land acquisition.

MOVER:	Councilman Mark Adams
SECONDER:	Councilman Terry Miller
RESULT:	Adopted
AYES	Mayor Pro Tem Richard Segal, Councilman Mark Adams, Councilwoman LaShun Burr Danley, Councilman Sam Davis, Councilman Terry Miller
ABSENT	Councilman Christopher Watts
AWAY	Mayor Rochelle Robinson

Enactment No: ORD-2019-55

7. Adjournment

Rochelle Robinson, Mayor

Vicki L. Acker, City Clerk



Regular Meeting

6695 Church Street
Douglasville, GA 30134
<http://www.douglasvillega.gov>

~Minutes~

Monday, May 6, 2019

6:00 PM

Conference Center, Auditorium, 6700 Church Street

Rollcall

Members Present:

Mayor Rochelle Robinson, Mayor Pro Tem Richard Segal, Councilman Mark Adams, Councilwoman LaShun Burr Danley, Councilman Terry Miller

Members Absent:

Councilman Sam Davis, Councilman Christopher Watts

Members Staff:

Suzan Littlefield, Marcia Hampton, Chelsea Jackson, Vicki Acker, Candyce James, Gary Sparks, Nathan Todd, Karin Callan, Jonathan Corona, Melissa Dickinson, Greg Roberts, Aaron Szarowicz, Patrice Williams

1. Call To Order

Mayor Rochelle Robinson; 6:01 p.m.

2. Invocation

Pastor Gene Fields of Heritage Baptist Church

3. Pledge of Allegiance

Mayor Pro Tem Richard Segal

4. Minutes Approval

- A. Minutes of the legislative work session of April 11, 2019 and the regular meeting of April 15, 2019.

Minutes were Approved as Presented.

5. Consent Agenda

MOVER: Mayor Pro Tem Richard Segal

SECONDER: Councilman Mark Adams

RESULT: Adopted

AYES: Mayor Pro Tem Richard Segal, Councilman Mark Adams,
Councilwoman LaShun Burr Danley, Councilman Terry Miller

ABSENT: Councilman Sam Davis, Councilman Christopher Watts

- A.** Item 21-19-13 - Adopt a resolution declaring May 5-11, 2019 as National Travel and Tourism Week in the City of Douglasville.

Community & Economic Development Committee - Chairman Richard Segal

Enactment No: RES-2019-27

- B.** Item 21-19-14 - Authorize the Mayor to sign an agreement with A. E. Drilling Services LLC for well drilling at the City's Old Mill site.

Community & Economic Development Committee - Chairman Richard Segal

Enactment No: ACT-2019-56

- C.** Item 22-19-37 - Authorize the Mayor to sign a PlanFirst application and submit it to the Georgia Department of Community Affairs.

Planning & Development Committee - Chairman Mark Adams

Enactment No: ACT-2019-57

- D.** Item 27-19-10 - Authorize the Mayor to sign a Title VI Non-Discrimination Agreement with the Georgia Department of Transportation.

Transportation Committee - Chairwoman LaShun B. Danley

Enactment No: ACT-2019-58

- E.** Item 31-19-2 - Adopt a resolution setting the dates, approved artists and compensation amounts for the City's 2019 Wednesday Wind Down concert series.

Communications Committee - Chairman Terry Miller

Enactment No: RES-2019-28

6. Planning & Development Committee - Chairman Mark Adams

- A.** Motion to remove from the table Item # 22-19-34.

MOVER: Councilman Mark Adams

SECONDER: Councilwoman LaShun Burr Danley

RESULT: Adopted

AYES: Mayor Pro Tem Richard Segal, Councilman Mark Adams,
Councilwoman LaShun Burr Danley, Councilman Terry Miller

ABSENT: Councilman Sam Davis, Councilman Christopher Watts

Enactment No: ACT-2019-59

- B.** Item 22-19-34 - Tabled from April 15, 2019 - Hold a public hearing and consider a request for a proposed ordinance to adopt a new Zoning Map and a new Unified Development Ordinance, repealing the current zoning map and repealing the current Zoning Ordinance, Development Ordinance and various provisions of other City ordinances. Application by City of Douglasville.

MOVER: Councilman Mark Adams

SECONDER: Councilman Terry Miller

RESULT: Adopted

AYES: Mayor Pro Tem Richard Segal, Councilman Mark Adams,
Councilwoman LaShun Burr Danley, Councilman Terry Miller

ABSENT: Councilman Sam Davis, Councilman Christopher Watts

Enactment No: ORD-2019-20

- C.** Item 22-19-38 - Appoint Mr. Larry Toney to the City of Douglasville's Zoning Board (Post 5) for a five-year term extending through June 1, 2024.

MOVER: Councilman Mark Adams

SECONDER: Councilman Terry Miller

RESULT: Adopted

AYES: Mayor Pro Tem Richard Segal, Councilman Mark Adams,
Councilwoman LaShun Burr Danley, Councilman Terry Miller

ABSENT: Councilman Sam Davis, Councilman Christopher Watts

Enactment No: ACT-2019-60

7. Finance Committee - Chairman Mark Adams

Item 24-19-6 - Select RA-LIN and Associates, Inc. for the Courthouse Square West Renovation project.

MOVER: Councilman Mark Adams

SECONDER: Councilwoman LaShun Burr Danley

RESULT: Adopted

AYES: Mayor Rochelle Robinson, Councilman Mark Adams,
Councilwoman LaShun Burr Danley

NAYES: Mayor Pro Tem Richard Segal, Councilman Terry Miller

ABSENT: Councilman Sam Davis, Councilman Christopher Watts

Enactment No: ACT-2019-61

8. Maintenance & Sanitation Committee - Chairman Chris Watts

- A.** Item 26-19-6 - Select Bartow Paving Company, Inc. for the 2019 SPLOST Resurfacing Project.

MOVER: Councilman Mark Adams

SECONDER: Mayor Pro Tem Richard Segal

RESULT: Adopted

AYES: Mayor Pro Tem Richard Segal, Councilman Mark Adams,
Councilwoman LaShun Burr Danley, Councilman Terry Miller

ABSENT: Councilman Sam Davis, Councilman Christopher Watts

Enactment No: ACT-2019-62

- B.** Item 26-19-7 - Select C. W. Matthews Contracting Co., Inc. for the Douglas Boulevard Resurfacing Project.

MOVER: Councilman Mark Adams

SECONDER: Councilman Terry Miller

RESULT: Adopted

AYES: Mayor Pro Tem Richard Segal, Councilman Mark Adams,
Councilwoman LaShun Burr Danley, Councilman Terry Miller

ABSENT: Councilman Sam Davis, Councilman Christopher Watts

Enactment No: ACT-2019-63

9. Other Business

- 1) Mayor Pro Tem Segal invited everyone to attend the Community Rocks - May Concert with "Members Only" at the O'Neal Plaza on Friday, May 10 from 7:00 PM - 9:00 PM.
- 2) Councilwoman Burr Danley reminded everyone of the GDOT Transportation Town Hall - Hwy. 92 Meeting at the Hawthorne Center in Jessie Davis Park on Monday, May 13 from 6:00 PM - 8:00 PM.

10. Adjournment

6:44 p.m.

Rochelle Robinson, Mayor

Vicki L. Acker, City Clerk



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1534, **Version:** 1

Item 20-19-11 - Authorize the Mayor to sign a User Agency Lease Agreement with Xerox Corporation for ALTALINK and VERSALINK equipment for the Police Department.

Public Safety Committee - Chairman Sam Davis

A unique proposal presented to:



City of
Douglasville
Police

STATEWIDE CONTRACT #SPD0000137-004

By:

Tom Beal
Senior Technology Consultant

Gdp Technologies
A Xerox Company

LOCATION	Replacement Model	48 MONTH LEASE	B/W CPC	AVG MONTHLY COPIES/PRINT S	COLOR CPC	TOTAL MONTHLY	NOTES
PATROL	VL B7035	\$ 105.87	\$ 0.0065	3,379	NA	\$ 127.83	W STAPLER
CONTROL ROOM	VL B7035	\$ 91.62	\$ 0.0065	7,943	NA	\$ 143.25	
EVIDENCE ROOM	VL B7035	\$ 91.62	\$ 0.0065	36	NA	\$ 91.85	
ADMINISTRATION	AL C8055	\$ 151.72	\$ 0.0040	32,127	NA	\$ 280.23	
			COLOR	1,595	\$ 0.039	\$ 62.21	
RECORDS	VL B7035	\$ 105.87	\$ 0.0065	2,103	NA	\$ 119.54	W STAPLER
BOOKING ROOM	VL B7035	\$ 91.61	\$ 0.0065		NA	\$ 91.61	
DETECTIVES	VL B7035	\$ 91.61	\$ 0.0065	2,059	NA	\$ 104.99	
		\$ 729.92				\$ 1,021.51	
		ANNUAL EXPENDITURE				\$ 12,258.00	
	Average Monthly Copies/Prints Based on 12 Months History						

The above are the Annual Expenditures based on the proposed monthly lease payment, the Average Monthly Black and White and Color copies/prints based on previous 12 months history.

We cannot change the Contract document to add, we suggest using the above information to add to any Purchase Order.



**GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEWIDE CONTRACT FOR MFPs**

USER AGENCY LEASE AGREEMENT	
Contractor's Full Legal Name:	Xerox Corporation
Contractor's Statewide Contract #:	99999-SPD-SPD0000137-004
User Agency Name:	CITY OF DOUGLASVILLE
User Agency Billing Address:	P.O. Box 219, Douglasville, GA 30133

WHEREAS, the Georgia Department of Administrative Services ("DOAS") on behalf of the State of Georgia (the "State") established the above referenced Statewide Contract by and between DOAS and Contractor;

WHEREAS, the User Agency desires to lease equipment from Contractor in accordance with the terms of the Statewide Contract and this User Agency Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. EQUIPMENT AND SERVICES.** Pursuant to the terms and conditions of the Statewide Contract, Contractor agrees to lease to User Agency the Equipment identified in the Equipment Schedule attached hereto as Attachment 1 and incorporated herein by reference (collectively and individually, the "Equipment"). The Equipment Schedule may be amended to include any additional Equipment added hereto by written agreement of both parties. In addition, Contractor agrees to provide to the User Agency the installation and maintenance and other services described in the Statewide Contract.
- 2. TERM AND RENEWAL.** The initial term of this User Agency Lease Agreement shall begin on the Effective Date and end on June 30th of the then-current State fiscal year (July 1 – June 30). Thereafter, the User Agency Lease Agreement may be renewed at the sole discretion of the User Agency on a year-to-year basis (one renewal term at a time) for the period of time identified in Attachment 1. User Agency may, at its sole option, renew as to all of the Equipment and services to be provided hereunder or as to only selected Equipment and services. The terms and conditions of this User Agency Lease Agreement shall apply during any and all renewals.
- 3. SHIPPING AND DELIVERY.** Contractor shall pay for packing, crating, and shipping of the Equipment to and from the User Agency and shall install the Equipment at the User Agency's premises at no cost to the User Agency. Shipment/Delivery shall be FOB: Destination.
- 4. PAYMENT AND ACCEPTANCE.** User Agency agrees to pay Contractor in arrears for all undisputed amounts within thirty (30) days of receipt of an undisputed invoice, provided that the Equipment and Services have been accepted by the User Agency as hereinafter provided. Contractor shall not invoice User Agency in advance of Contractor's deliverance/performance of the items and/or services that are the subject of the invoice. Contractor shall deliver the Equipment and/or perform any services in accordance with the schedule set forth in the Statewide Contract or the time specified in Attachment 1 (whichever is later).

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

Unless otherwise agreed to by Contractor and the User Agency, Contractor shall provide written notification of completion of the delivery, installation and any other required services to the User Agency ("Delivery/Installation Notice"). User Agency shall have thirty (30) days from the date of receipt of the Delivery/Installation Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance ("Acceptance Period"), and in the event of acceptance by the User Agency, the obligation to pay shall be effective on the first (1st) day of the Acceptance Period. The failure of the User Agency to issue an acceptance or rejection notice on or before the end of the Acceptance Period shall be deemed an acceptance of the Equipment or services. In the event User Agency issues a rejection notice, Supplier shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor. User Agency shall not unreasonably withhold or delay such acceptance or rejection.

5. TERMINATION. Termination of this User Agency Lease Agreement shall be governed by the following provisions:

- a. Each party has the right to terminate this User Agency Lease Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Contractor shall provide prompt written notice to DOAS of any and all default notices sent to a User Agency.
- b. Provided that Contractor is in default of this User Agency Lease Agreement, User Agency may terminate this User Agency Lease Agreement, in whole or in part, by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
- c. User Agency may terminate this User Agency Lease Agreement, in whole or in part, immediately, without notice, if: (i) User Agency deems that such termination is necessary to prevent or protect against fraud or otherwise protect User Agency's personnel, facilities or services; or (ii) Contractor is debarred or suspended from performing services on any public contract(s).
- d. If User Agency terminates this User Agency Lease Agreement for convenience prior to the expiration of the current fiscal year term, or if Contractor terminates this User Agency Lease Agreement as set forth in subsection (a) above, then User Agency will be responsible for the payment of all amounts remaining in the unexpired portion of the current term, plus any unpaid invoices unless those invoices are in dispute.

6. EQUIPMENT RETURN. Unless title to the Equipment is transferred to the User Agency as provided in the Statewide Contract, Equipment will be returned to Contractor in the same mode of shipment unless otherwise mutually agreed upon. Equipment will be returned in the same condition as received, normal wear and tear excepted. Upon the termination or expiration of this User Agency Lease Agreement, Contractor shall promptly return to User Agency all papers, materials and other property of User Agency then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is composed of software, and in machine-readable and printed formats to the extent such work is composed of documentation). Contractor will work with State Entity to comply with all State laws, rules and standards, including the Georgia Technology Standard SS-08-035.01 "Media Sanitization – Vendor Return" (or any successor policy) to facility the electronic wiping or physical removal of the hard drive from the Equipment at a cost that does not exceed the Contractor's published price for such services under the Statewide Contract.

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

- 7. FUNDING.** The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exists or is determined to be insufficient, this User Agency Lease Agreement shall terminate without further obligation of the User Agency as of that moment. The determination of the User Agency as to the occurrence of the events stated herein shall be conclusive; User Agency represents, however, that it will use reasonable care that the termination of this User Agency Lease Agreement will not be frivolous, but rather will result from a reduction of funding.
- 8. PURCHASE OPTION.** User Agency, at its sole discretion, shall have the option to purchase leased equipment at pricing mutually agreeable to User Agency and Contractor.
- 9. TAXES.** All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, neither DOAS nor the User Agency makes any representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. Upon request, User Agency will provide a certificate of tax exemptions which apply to this User Agency Lease Agreement.
- 10. ASSIGNMENT.** Contractor shall not assign or subcontract the whole or any part of this User Agency Lease Agreement.
- 11. WAIVER AND SEVERABILITY.** The waiver by User Agency of any breach of any provision contained in this User Agency Lease Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this User Agency Lease Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this User Agency Lease 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 in such a manner as to carry out the full intention of the parties. Section titles or references used in this User Agency Lease Agreement have no substantive meaning or content and are not a part of this User Agency Lease Agreement.
- 12. APPLICABLE LAW AND VENUE.** This User Agency Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.
- 13. NOTICES.** All notices, requests, or other communications excluding invoices hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

USER AGENCY	CONTRACTOR
Name:	Name: Mayra Mazara
Title:	Title: Xerox Client Manager
Address:	Address: 9040 Roswell Dr. Atlanta, GA 30350
Email Address:	Email Address: mayra.mazara@xerox.com

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

14. TITLE AND RISK OF LOSS. Any leased Equipment is and shall at all times remain the sole property of the Contractor, and the User Agency shall have or acquire no right, title or interest therein. All risk of loss or damage to the Equipment, including risk of transit, shall remain with the Contractor until it is accepted by User Agency in accordance with Section 4 "Payment and Acceptance". Insurance during shipment and until the Equipment is accepted by User Agency is the responsibility of the Contractor.

15. ENTIRE AGREEMENT. This User Agency Lease Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of User Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this User Agency Lease Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

[SIGNATURE PAGE TO FOLLOW]

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

IN WITNESS WHEREOF the parties have executed this User Agency Lease Agreement effective the date first written above.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Xerox Corporation
Authorized Signature:	
Printed Name and Title of Person Signing:	Chris McPherson, GM Southeastern US
Date:	
Address:	

USER AGENCY

User Agency's Full Legal Name: (PLEASE TYPE OR PRINT)	City of Douglasville
Authorized Signature:	
Printed Name and Title of Person Signing:	Rochelle Robinson, Mayor
Date:	May , 2019
Address:	6695 Church Street Douglasville, GA 30134

ATTEST: _____
City Clerk

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

Attachment 1

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	Amy Belcher
Phone Number:	770-920-3010
Email:	belchera@douglasvillega.gov
User Agency Delivery Address:	2083 Fairburn Rd., Douglasville, GA 30134
Delivery Date:	

LEASE TERM	
Total Lease Term:	MONTHS 48
Initial Term:	Date of User Agency Acceptance* through June 30,
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Third Renewal:	July 1, through June 30,
Final Renewal:	July 1, through April 30, NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 48 months .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

EQUIPMENT/SERVICES		
Description:		Monthly Payment Amount:
Manuf./Model Name:	XEROX ALTALINK C8055	151.72
Serial Number:		
Accessories/Additional Components:	BR Booklet Mkr – 2/3 HP	INC
	Customer Ed	INC
	Analyst Services	INC
Services/Maintenance:		
Total Monthly Payment (excluding per page click charges):		151.72

PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)			
Black & White per page Click Charge:	.004	Color per page Click Charge:	.039

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

Attachment 1

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	Amy Belcher
Phone Number:	770-920-3010
Email:	belchera@douglasvillega.gov
User Agency Delivery Address:	2083 Fairburn Rd., Douglasville, GA 30134
Delivery Date:	

LEASE TERM	
Total Lease Term:	MONTHS 48
Initial Term:	Date of User Agency Acceptance* through June 30,
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Third Renewal:	July 1, through June 30,
Final Renewal:	July 1, through April 30, NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 48 months .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

EQUIPMENT/SERVICES		
Description:		Monthly Payment Amount:
Manuf./Model Name:	XEROX VERSALINK B7035	105.87
Serial Number:		
Accessories/Additional Components:	Internal Off Finshr	INC
	Postscript 3 Kit	INC
	Customer Ed	INC
	Analyst Serv	INC
Services/Maintenance:		
Total Monthly Payment (excluding per page click charges):		105.87

PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)			
Black & White per page Click Charge:	.0065	Color per page Click Charge:	NA

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

Attachment 1

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	Amy Belcher
Phone Number:	770-920-3010
Email:	belchera@douglasvillega.gov
User Agency Delivery Address:	2083 Fairburn Rd., Douglasville, GA 30134
Delivery Date:	

LEASE TERM	
Total Lease Term:	MONTHS 48
Initial Term:	Date of User Agency Acceptance* through June 30,
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Third Renewal:	July 1, through June 30,
Final Renewal:	July 1, through April 30, NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 48 months .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

EQUIPMENT/SERVICES		
Description:		Monthly Payment Amount:
Manuf./Model Name:	XEROX VERSALINK B7035	105.87
Serial Number:		
Accessories/Additional Components:	Internal Off Finshr	INC
	Postscript 3 Kit	INC
	Customer Ed	INC
	Analyst Serv	INC
Services/Maintenance:		
Total Monthly Payment (excluding per page click charges):		105.87

PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)			
Black & White per page Click Charge:	.0065	Color per page Click Charge:	NA

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

Attachment 1

MONTHLY LEASE TERM/EQUIPMENT SCHEDULE

DELIVERY ADDRESS & USER AGENCY CONTACT	
User Agency Contact Name:	Amy Belcher
Phone Number:	770-920-3010
Email:	belchera@douglasvillega.gov
User Agency Delivery Address:	2083 Fairburn Rd., Douglasville, GA 30134
Delivery Date:	

LEASE TERM	
Total Lease Term:	MONTHS 48
Initial Term:	Date of User Agency Acceptance* through June 30,
First Renewal:	July 1, through June 30,
Second Renewal:	July 1, through June 30,
Third Renewal:	July 1, through June 30,
Final Renewal:	July 1, through April 30, NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of 48 months .
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EQUIPMENT/SERVICES		
Description:		Monthly Payment Amount:
Manuf./Model Name:	XEROX VERSALINK B7035	91.62
Serial Number:		
Accessories/Additional Components:	Customer Ed	INC
	Analyst Serv	INC
Services/Maintenance:		
Total Monthly Payment (excluding per page click charges):		91.62

PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)			
Black & White per page Click Charge:	.0065	Color per page Click Charge:	NA

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City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1540, **Version:** 1

Item 20-19-12 - Adopt an ordinance enacting a revised Chapter 18 - Animals, of the City Code, to correct references to law enforcement agency names and jurisdiction, and to revise formatting.

Public Safety Committee - Chairman Sam Davis

Chapter 18 - ANIMALS

ARTICLE I. - IN GENERAL

Sec. 18-1. - Short title.

This chapter may be cited as the "City of Douglasville Animals Ordinance."

Sec. 18-2. - Definitions.

The following words and phrases have the following meanings for the purpose of this chapter:

(1) Abandonment (of an animal): The act of any person who:

- a. Abandons an animal by leaving an animal unattended for a period of time in excess of 24 hours without food, water, adequate ventilation or shelter on public or private property, including but not limited to the property of the owner/custodian.
- b. Puts out, leaves, abandons, or in any other way discards any animal on public or private property, including but not limited to the property of the owner/custodian, and including but not limited to leaving an animal contained in a box, bag, fence, house or other structure or tethered; or
- c. Places an animal in the custody of a state licensed entity, such as but not limited to a veterinary clinic, grooming facility, boarding or other care, and fails to reclaim the animal by the agreed upon time. The entity shall abide by the requirements of O.C.G.A. § 44-14-490 in disposing of the animal.

(2) Adequate: Sufficient; commensurate; equally efficient; equal to what is required; suitable to the case or occasion; satisfactory.

(3) Adequate exercise: Bodily exertion suitable to the age, size, species and breed of animal to maintain normal good health, muscle tone, non-aggressive temperament, and normal behavior.

(4) Adequate or humane care: Attention to the needs of an animal, including but not limited to, the provision of adequate water, food, shelter, bedding, sanitary conditions, ventilation, heating/cooling (temperature control), space, exercise, and veterinary medical attention necessary to maintain the health of the animal with regard to the specific age, size, species, and breed of animal.

(5) Adequate shelter: Protective cover for a domestic animal appropriate for the species and providing adequate space to maintain the animal in good health, which also prevents pain, suffering or a significant risk to the animal's health. "Adequate shelter" includes but is not limited to the following: sufficient coverage and insulation to protect an animal from extreme hot and cold temperatures; sufficient protection from the elements to keep the animal dry; sufficient shade and ventilation to prevent an animal from overheating and/or dehydrating; and adequate bedding or resting area suitable for the breed, species, age, size, and medical condition of the animal.

"Adequate shelter" is structurally sound housing which provides an animal with:

- a. Adequate space;
- b. Four solid walls or an "igloo" type of structure;
- c. A roof;
- d. A dry floor that is either: solid or grids, provided the animal can easily stand, walk, lay and sit on the grids without its feet or body parts being caught, damaged, or injured. The grids and area under the grids must be designed so that they can be cleaned and sanitized.
- e. Adequate ventilation;
- f. An entrance; and
- g. Adequate space for the number of animals on the property.

Materials not suitable for shelters include, but are not limited to: inadequately insulated containers; crates with exposed sharp edges; metal or plastic drums; abandoned or parked vehicles; porches or decks; lean-tos; any other structure that fails to provide sufficient protection from the elements; and any other structure that is not safe or suitable for housing the species.

(6) Adequate ventilation: Fresh air sufficient to provide for the health of an animal.

(7) Adequate water: Clean, fresh water sufficient to prevent dehydration, properly sustain health, and prevent significant risk to the animal's health. For the purposes of this chapter, snow, ice or rancid/contaminated water are not considered adequate water.

(8) Animal: Any description of vertebrate, excluding Homo sapiens.

(9) Animal bite: Any physical contact of the teeth, nails, or claws of an animal with human flesh, including but not limited to a scrape, puncture, pierce, scratch or tear, so long as bleeding results.

(10) Animal control department: The Douglas County Animal Control Department.

(11) Animal establishment: Any pet shop, kennel, grooming shop, auction, performing animal exhibition or other facility engaged in the handling of animals, excluding licensed veterinarians and veterinary clinics and hospitals.

(12) Animal shelter: Any facility operated by any governmental entity, humane society, or other organization for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

(13) At large: Any animal is at large when it is not under control as provided herein.

(14) Auctions: Any place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this chapter. Individual sales of animals by owners are not auctions as herein defined.

(15) Breeder: A person or entity that owns an animal and allows it to reproduce, whether planned or unplanned.

(16) Confinement: Restriction of an animal to a home, basement garage, building, pen, or other escape-proof enclosure. Confinement by a rope, chain, tether, fenced yard or other area accessible by other animals or persons, other than the caretaker, is not considered confinement.

(17) Cruelty: Every act, omission or neglect whereby unjustifiable pain, suffering, maiming or death may be caused or permitted to any animal as defined in this section.

(18) Fence: A structure of wire, wood, stone or other materials, including invisible fencing, which is of sufficient height and strength to act as a barrier against the passage of the animal it is intended to enclose.

A fence does not include an "invisible fence" if the fence is:

- a. Turned off or the animal is not wearing a properly operating signaling device;
- b. Ineffective for any animal that has learned it can cross the fence line;
- c. Intended to be a means of keeping people or animals out of an enclosed area;
or
- d. Buried in or adjacent to the [city or](#) county right-of-way.
- e. An invisible fence is not an acceptable means of control for an animal that is classified as vicious, dangerous, potentially dangerous, or is in estrus/heat.

(19) Fowl: Any warm-blooded, feathered, flying or nonflying animal.

(20) Give away or donate: with regard to an animal, to transfer ownership of the animal without receiving money or other valuable consideration other than a license fee or payment for prospective spaying or neutering for the animal transferred; the terms exclude payment of any adoption fee to the authorized licensing agent for the city.

(21) Humane manner: Care of an animal to include, but not to be limited to, adequate heat, ventilation, sanitary shelter, wholesome fresh food, and access to fresh, clean, wholesome water at all times, consistent with the normal requirements and feeding habits of the animal's size, species and breed.

(22) Kennel: Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling animals.

(23) Licensing authority: The agency or department of the [county](#)[city](#) or [county or](#) any designated representative thereof charged with administering the issuance and/or revocation of permits and licenses under the provisions of this chapter.

(24) Livestock: Any animal that has hooves.

(25) Neutered: Incapable of sexual reproduction.

(26) Nuisance: An animal shall be considered a nuisance if it:

- a. Damages, soils, defiles or defecates on private property (other than the property of the owner of the animal), or public property and recreational areas;
- b. Causes unsanitary, dangerous or offensive conditions;
- c. Causes a disturbance by excessive barking or other noisemaking;
- d. Molests, attacks or interferes with persons on public or private property, unless the animal is a guard dog actively performing its duties while confined to the property of the owner or responsible person; or
- e. Chases vehicles or attacks other animals.

(27) Owner: Any person owning, keeping or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

(28) Performing animal exhibition: Any spectacle, display, act or event other than circuses, in which performing animals are used.

(29) Pet: Any animal kept for pleasure, excluding livestock.

(30) Pet shop: Any person engaged in the business of buying or selling two or more species of live animals with the intent that they be kept as pets.

(31) Potentially dangerous dog means: Any dog with a known propensity, tendency or disposition to make unprovoked attacks, cause injuries or otherwise threaten the safety of any human being. Potentially dangerous dog shall also mean any dog which, when unprovoked, inflicts a bite upon a human being or any domestic animal or chases or approaches a human being or any domestic animal on any public property in a vicious or terrorizing manner in an apparent attitude of an attack.

(32) Primary enclosure: Any structure or device used to restrict an animal to a limited amount of space, such as a fence building, room, pen, run, cage, stall, paddock, or pasture that provides adequate space and shelter.

(33) Proper enclosure: An enclosure for keeping a dangerous dog, potentially dangerous dog or vicious animal securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of another animal or any person other than the owner or caretaker. The enclosure must:

- a. Be designed to prevent the animal from escaping, and

1. If the enclosure is a fence, the fence must be high enough to keep the animal from climbing over and must be secured at the bottom to keep the animal from digging under.

2. If the enclosure is a pen or structure other than a fence, the pen or structure must have secure sides, top and bottom constructed or secured in such a manner to prevent the animal's escape, and be of a height and strength to maintain the animal within it.

b. Provide adequate shelter.

c. Provide adequate space for the animal.

(34) Provoked attacked: An attack resulting when a domestic animal is placed in a situation such that an expected reaction would be to bite or attack.

(35) Responsible person: Any accountable human being.

(36) Restraint: See "under control."

(37) Spayed: Incapable of sexual reproduction.

(38) Tether: Any chain, rope, leash, tie out or wire designed to restrain an animal which is attached to an animal's collar or halter and is also attached to a stationary object.

(39) Under control: Any animal shall be considered under control if it is confined by fence, pen, cage or secure enclosure to the premises of its owner, or is secured by a leash, chain or lead of sufficient strength to prevent it from escaping from the premises of its owner, or is restrained by leash, chain or lead or confined in an automobile when away from the premises of the owner.

(40) Unprovoked attack or without provocation: An attack that is not provoked as defined by this chapter.

(41) Veterinary clinic or hospital: A clinic or hospital operated by a licensed veterinarian.

(42) Vicious animal: Any animal that attacks or attempts to attack without provocation a human being or domestic animal. This phrase shall not be construed to include dogs that are part of a governmental operation, nor a professionally trained certified guard dog in the performance of its duties while confined to the property of the owner or responsible person.

(43) Wild and exotic animals: Include any monkey or other nonhuman primate, such as raccoon, skunk, wolf, wolf-hybrid, squirrel, fox, leopard, panther, tiger, lion, lynx, ferret, bear, wild rabbit, tarantula, wild rodent, and reptiles, including, but not limited to, crocodiles, alligators, snakes, caiman, and gavials, and any other animal so designated by the animal control department.

Secs. 18-3—18-19. - Reserved.

ARTICLE II. - WILD AND EXOTIC ANIMALS

Sec. 18-20. - Generally.

(a) No person or business shall own, keep, harbor or permit to be kept or harbored a wild or exotic animal within the countycity, other than licensed animal establishments which are approved in writing by the animal control department, which licenses may granted upon presentation of evidence satisfactory to the animal control department that appropriate safeguards for protection of the public are maintained.

(b) The provisions of this section for licensure shall not apply to any person or business that is required to be licensed and permitted by state and/or federal agencies for keeping and maintaining wild or exotic animals, where it appears that such person or facility is in fact continuously so licensed and/or permitted.

Sec. 18-21. - Sales.

Any animal establishment approved by the animal control department for offering for sale any wild and exotic animal shall post conspicuously at the place of sale or display a notice in form and substance approved by the animal control department that no person may lawfully own, keep, harbor or permit to be kept or harbored, any wild and exotic animal within the countycity, including any monkey or other nonhuman primate, raccoon, skunk, wolf, wolf-hybrid, squirrel, fox, leopard, panther, tiger, lion, lynx, ferret, bear, wild rabbit and wild rodent, and reptiles including but not limited to crocodiles, alligators, caiman, and gavials, and any other animals so designated by the animal control department.

Sec. 18-22. - Impoundment.

(a) The animal control department may impound any wild or exotic animal that is owned, kept or harbored in violation of this chapter, and may destroy or rehabilitate any such animal upon conviction of its owner or other responsible person for a violation of this article, notwithstanding the impoundment provisions of this chapter, provided no such animal may be destroyed without first obtaining approval of the city's governing authority a court order so stating.

(b) Any wild or exotic animal impounded pursuant to the provisions of this article shall remain impounded or confined by the animal control department until a final order of disposition is entered by a court of competent jurisdiction with respect to the violations of the provisions of this chapter.

Sec. 18-23. - Penalties for violations.

Any person in violation of this article shall be guilty of a misdemeanor and shall be fined in the sum of \$100.00 for each day such violation continues, together with all costs of court and a ten-dollar fee per day for board for each day the animal is impounded in the animal shelter.

Secs. 18-24—18-29. - Reserved.

ARTICLE III. - VACCINATION

Sec. 18-30. - Generally.

(a) No person shall own, keep or harbor any dog or cat within the countycity unless such dog or cat is vaccinated as herein provided.

(b) The animal control department shall maintain a record of all certificates issued.

Sec. 18-31. - Rabies vaccination.

(a) All dogs and cats over three months of age within the countycity shall be vaccinated against rabies and revaccinated as recommended by the current State of Georgia Rabies Control Compendium by a licensed veterinarian according to the type of vaccine and the duration of its effectiveness. The veterinarian will issue to the owner a durable metal tag and a certificate of vaccination approved by the Georgia Department of Human Resources. Tags must be attached to the collar or harness of the dog or cat and be worn at all times. Tags are not transferable from one dog or cat to another dog or cat.

(b) The animal control department may adopt such other rabies control regulations as it deems necessary for the protection of the public health and safety.

Sec. 18-32. - Health regulations incorporated.

All rules and regulations of the Douglas County Board of Health and the Georgia Department of Human Resources presently existing or as adopted in the future pertaining to rabies control and vaccination are incorporated herein by reference as though fully set forth herein.

Sec. 18-33. - Kennel license fees.

Applicants for kennel licenses shall pay fees annually in accordance with the following schedule:

(1) Kennel, per kennel: \$25.00;

(2) During "responsible pet owners month," the applicant for a kennel license shall pay one-half of the fee provided in the applicable category provided in subsection (1) of this section.

Secs. 18-34—18-39. - Reserved.

ARTICLE IV. - RESTRAINT

Sec. 18-40. - Maintenance of premises and disturbing noises.

(a) An owner of an animal shall maintain the area in which such animal is kept in such a manner as not to constitute either a private nuisance to adjoining property owners or a nuisance to the public generally. Pens or any areas in which animals are confined or maintained shall be cleaned regularly so that they are kept free from offensive odors which would disturb any person residing within a reasonable distance of said premises, and the animals themselves shall be restrained in such a fashion that noise emanating therefrom shall not be disturbing to such persons.

(b) Any animal which barks, whines, howls or causes other objectionable noise in succession for a period, although not necessarily constant or continuous, of 20 minutes or more on more than one occasion, or which is at large or chases or runs after persons or vehicles, or which destroys or damages any property of another person, or which causes serious annoyance to a neighboring resident and interferes with reasonable use and enjoyment of his property, or which is otherwise offensive so as to create a nuisance, shall be deemed to be a nuisance and a hazard to the health, safety and welfare of the citizens of the ~~county~~city.

(c) If any two citizens of the city, not residing in the same household, shall sign and file with the municipal court an affidavit stating that an animal, which resides or is commonly kept or housed within audible distance of their residences or places of business has become a nuisance as defined in subsection (b) of this section, the owner or keeper of that animal shall be summoned into the municipal court to answer the charge made by the affidavits and show cause why such animal owner should not be found in violation of this section.

(1) After such an affidavit is filed in the municipal court, the court shall notify animal control. An animal control officer or other agent of the city authorized by the city governing authority will personally serve a summons to appear in municipal court upon the animal owner.

(2) The summons shall state the offense alleged, the name of the accused, the time and place of the trial, the date of the offense, the date of service; shall bear an identifying number by which it is filed with the court and be signed by the county ~~or city~~ agent who completed and served it.

(d) The owner of any animal found by the court to be in violation of this section may be punished in accordance with section 1-3 of this Code.

Sec. 18-41. - Animal or fowl enclosures.

It shall be unlawful for any person to have, control, or possess any pasture or enclosure for animal or fowl where such enclosure boundary is within 200 feet of any residence or place of business within the city. All pastures or enclosures shall at all times be kept and maintained in a proper, clean and sanitary condition.

Sec. 18-42. - Confinement of animals generally, vicious animals, etc.

(a) An owner of a domesticated animal, whether vaccinated or not vaccinated, shall confine such domesticated animal within an adequate fence or enclosure or within a house, garage or other building to prevent the animal from running at large. No animal shall be tied or tethered as a permanent measure of restraint. No animal shall be left unattended on a chain, lead, runner, cable, rope, leash or similar tethering device.

(b) An owner of a dog or cat, whether vaccinated or not vaccinated, shall prevent such dog or cat from becoming a danger to persons or property at any location, or trespassing upon another persons' property without that person's permission.

(c) An owner of a dog or cat, whether vaccinated or not vaccinated, shall prevent such dog or cat from running at large upon the streets, sidewalks, alleys, parks or other public places in the city.

(d) An animal, whether vaccinated or not vaccinated, not under control as provided in this chapter which attacks or attempts to attack without provocation a human being or domestic animal is hereby declared a public nuisance and may be impounded pursuant to the provisions of this chapter and/or ordered confined by the animal control department for a period of 30 days, provided that, if an action is brought in any court of competent jurisdiction concerning the attack or attempt to attack by such animal, the period of confinement may be extended until the entry of a final order of disposition in such action. Further, in any prosecution of an owner or a responsible person of any such animal for any violation of this chapter, the court may, upon conviction entered against the owner or responsible person, order that such animal be humanely destroyed.

(e) Any owner of a vicious animal, whether vaccinated or not vaccinated, shall confine it within a building or secure enclosure sufficient to prevent the animal from escaping and to prevent a person or another animal from entering the enclosure and not release it therefrom unless it is securely muzzled and under restraint by a person who is at least 18 years of age or older. Any vicious animal not under control as provided in this chapter is hereby declared a nuisance and may be impounded pursuant to the provisions of this chapter and/or confined by the animal control department for a period of 30 days, provided that, if an action is brought in any court of competent jurisdiction concerning the attack or attempt to attack by such animal, the period of confinement may be extended within the discretion of the animal control department until the entry of a final order of disposition in such action. Further, in any prosecution of an owner or a responsible person of any such vicious animal for any violation of this chapter, the court may, upon conviction entered against the owner or responsible person, order that such animal be humanely destroyed.

(f) Every female dog or cat in heat shall be kept confined in a building or secure enclosure or in a veterinary clinic or hospital or in a kennel in such a manner that such female dog or cat cannot come into contact with another dog or cat, except for intentional breeding purposes.

(g) It shall be unlawful for any owner to allow such owner's dog or cat to enter any food store or place where food is exhibited for sale, except those animals trained for the blind and hearing impaired.

(h) It shall be unlawful for any person owning or having control of any chickens, ducks, horses, cows, goats, pigs or any other type of animal, livestock or other fowl within the city to permit them to run at large or be a menace or nuisance to such person's neighbors or the public in general.

Sec. 18-43. - Rabid animals or animals suspected of having rabies.

(a) Every veterinarian shall report promptly to the Georgia Department of Human Resources and the animal control department all cases of rabies in animals treated by such veterinarian, giving the name and address of the owner. Every veterinarian shall also report the names and addresses of the owner of any animals bitten by such rabid animal, so far as known.

(b) Any person who knows that an animal, domestic or wild, is rabid or suspects an animal of having rabies, or knows that an animal has been bitten by a rabid animal, shall promptly report

such information, to the extent known, to the Georgia Department of Human Resources and the animal control department.

(c) It shall be the duty of the owner, the health department, physicians, hospitals or other person or agency gaining information that any domestic animal or person has been bitten or is probably infected with rabies, to incarcerate or impound the animal in the facility of some competent veterinarian within this city, where the animal shall be held for observation for such period of time as may be reasonably necessary to determine whether the animal is infected with rabies.

Secs. 18-44—18-49. - Reserved.

ARTICLE V. - CRUELTY

Sec. 18-50. - Prohibited treatment; removal of mistreated animals; payment of expenses.

(a) It shall be unlawful for any person, either by commission or omission, to:

- (1) Overdrive, overload, overwork, torture, beat, mutilate, kill needlessly, carry or confine in a vehicle in an inhumane manner, or otherwise mistreat, any animal;
- (2) Fail to provide any animal with adequate food and veterinary care;
- (3) Fail to provide any animal with access to adequate shelter consisting of not less than three walls and a roof adequate to protect it from all types of weather, 24 hours daily;
- (4) Fail to provide any animal access to adequate water at all times;
- (5) Abandon any animal;
- (6) Intentionally poison any animal;
- (7) Allow or promote any fight between animals, or to allow or permit any such fight in or upon any premises in such person's possession or under such person's control;
- (8) Allow an animal to be kept in unsanitary conditions;
- (9) Keep or confine an animal in other than a humane manner;
- (10) No animal may be transported in the back of a pickup truck without the pickup truck bed being enclosed or the animal confined so that it may not jump, fall or be injured in any manner.

Sec. 18-51. - Prohibition of sale or giveaway of animals in front of local businesses or stores.

(a) Generally. Except as provided in subsection (b), it shall be unlawful for any business or store to allow any person to sell or give away any animal in front of any business or store in the city. Except as provided in subsection (b), it shall be unlawful for any person to give away or sell any animal in front of any business, store or on the side of any public roadway in the city.

(b) Exceptions.

(1) Animals, other than wild or exotic animals and other than vicious or dangerous animals, may be sold or given away by any animal establishment immediately in front of its own business or store, provided the animal establishment has a temporary permit for outdoor display of merchandise in connection with a special sales event.

(2) Animals, other than wild or exotic animals and other than vicious or dangerous animals, may be given away by any person immediately in front of the business or store of an animal establishment, provided that:

a. The donor has the written permission of the business licensee of the animal establishment and the owner of the outdoor area where such activity will take place; and

b. Such donation activity is conducted only during hours when the animal establishment is open to the public for business; and

c. The animal establishment has free written information regarding animal licensing and vaccination available to the public inside the business or store.

Secs. 18-52—18-59. - Reserved.

ARTICLE VI. - ANIMAL ESTABLISHMENTS

Sec. 18-60. - Permit required; term; removal; one per establishment; display.

(a) No person shall operate an animal establishment without first obtaining a permit from the animal control department in compliance with this chapter, nor may any person operate an animal establishment in a manner in violation of any provision of this chapter.

(b) The license period shall begin with the first day of the calendar year and shall run for one year. Renewal application for permits shall be made 30 days prior to and up to 60 days after January first of each year. Application for a permit for a new establishment under the provisions of this chapter shall be made within 60 days of the start of business or operation.

(c) Every facility regulated by this article shall be considered a separate enterprise, requiring an individual permit (e.g., two kennels at different locations but owned by the same person shall be considered as two animal establishments).

(d) Permits obtained in accordance with this article shall be displayed in a prominent location on the premises of the animal establishment.

(e) It shall be unlawful for any person to sell, barter or gratuitously distribute any animal, fowl or reptile in a public place without a license or permit as set forth in this article. This prohibition shall include but shall not be limited to such distribution in commercial areas and along public roadways. Nothing in this section shall be construed to prohibit the gratuitous distribution of pets from private residential areas.

Sec. 18-61. - Application procedure.

- (a) Each animal establishment shall annually file an application for permit with the animal control department within the time periods provided by this chapter, provided that all preexisting establishments shall have 90 days from the effective date of this chapter to file such application.
- (b) The permit application shall be made on a form provided by and available from the animal control department.
- (c) Upon receipt of a completed application, the animal control department shall make an inspection of the facility to ensure that all animals are provided for in a humane manner and that the establishment is in compliance with all provisions of this chapter. The animal control department shall be permitted to make such inspection at any reasonable time during normal business hours.
- (d) The animal control department shall either issue or decline to issue a permit to the applicant. If a permit is not granted, it shall notify the applicant in writing of the reasons for denial.
- (e) Any animal establishment denied a permit may not reapply for a period of at least 30 days. Each reapplication shall describe any previous denial or revocation.
- (f) If an applicant is shown to have withheld or falsified any material information on any application, the animal control department may refuse to issue or is entitled to revoke any permit.

Sec. 18-62. - Revocation of permits.

- (a) The animal control department may revoke any permit if the person holding the permit refuses or fails to comply with this chapter, or any other law or regulation governing the protection and keeping of animals, including refusal to allow inspection of the animal establishment as provided in this article.
- (b) Whenever a permit is revoked for cause, or pending any proceedings to contest such action, the animal control department shall have power of entry to inspect all premises where the animals are being kept and shall notify the owner in writing as to the period of time that reasonably shall be allowed for removal of animals from such premises and shall state the specific reasons for revocation. In the event any such owner shall fail to remove such animals as directed, the animal control department may impound such animals pursuant to the impoundment provisions of this chapter.

Sec. 18-63. - Compliance with Code.

- (a) An animal establishment shall not sell, trade or give away any dog or cat over three months of age unless the dog or cat has been vaccinated as required by this chapter.
- (b) The animal control department shall be permitted to inspect any animal establishment and all animals and the premises where such animals are kept, other than those animal establishments exempted by section 18-66 hereof, at any reasonable time during normal business hours to ensure compliance with all provisions of this chapter.

(c) Animal establishments exempted as provided in section 18-66 may be inspected by the animal control department upon receipt by the animal control department of a request to make inspection from any state and/or federal agencies which license and/or permit such establishments, which inspection may be made at any reasonable time during normal business hours to ensure compliance with all regulations pertaining thereto.

Sec. 18-64. - Standards for kennels.

All kennels shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial of a permit or revocation of a permit. Standards for kennels are as follows:

- (a) Enclosures must be provided which shall allow adequate protection against weather extremes. Floors of buildings, runs and walls shall be of an impervious material to permit proper cleaning and disinfecting.
- (b) Building temperature shall be maintained at a comfortable level. Adequate ventilation shall be maintained.
- (c) Each animal shall have sufficient space to stand up, lie down and turn around without touching the sides or top of cages.
- (d) Cages are to be of material and construction that permit cleaning and sanitizing.
- (e) Cage floors shall be of concrete, unless radiantly heated, and shall have a resting board or some type of bedding.
- (f) Runs shall provide an adequate exercise area and protection from the weather. Runs shall have an impervious surface.
- (g) All animal quarters and runs are to be kept clean, dry and in a sanitary condition.
- (h) The food shall be free from contamination, and shall be wholesome, palatable and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal.
- (i) All animals shall have fresh water available at all times.

Sec. 18-65. - Standards for pet shops.

All pet shops, including pet shops operated in conjunction with another holding facility, shall in addition to the other requirements of this chapter comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial of a permit or revocation of a permit. Standards for pet shops are as follows:

- (a) Water. There shall be available hot water at a minimum temperature of 160 degrees for washing cages and disinfecting, and cold water easily accessible to all parts of the shop. Fresh water for consumption shall be available to all species of animals at all times. Containers are to be cleaned and disinfected each day.

(b) Room temperature. The room temperature of the shop shall be maintained at a level that is healthful for every species of animal kept in the shop.

(c) Cages and enclosures. All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn and stretch out to such animal's full length.

Sec. 18-66. - Exemptions.

Any animal establishment as defined herein that is required to be licensed and permitted by state and/or federal law, and which is in fact continuously so licensed and/or permitted, shall be exempt from sections 18-60, 18-61 and 18-62 of this article.

Secs. 18-67—18-69. - Reserved.

ARTICLE VII. - ANIMAL-DRAWN VEHICLES

Sec. 18-70. - Health of the animal.

No animal shall be permitted to pull any carriage unless the animal is in good health and meets at least the following requirements:

- (a) All draft animals must weigh at least 1,000 pounds.
- (b) The animal must have no major open sores or wounds and not be lame or have any other ailment, unless a veterinarian states in writing that the animal shall not be affected unduly by the proposed work.
- (c) The hooves of the animal must be properly shod and trimmed.
- (d) The animal must be groomed daily and not have fungus, dandruff or a poor or dirty coat.
- (e) The animals must have adequate flesh and muscle tone.

Sec. 18-71. - Animal working conditions.

- (a) No animal shall be worked under any of the following conditions:
 - (1) No animal shall be permitted to draw a carriage equipped with ball bearing wheels which hauls more than 12 people (including the driver) or a carriage equipped with bushing wheels which hauls more than nine people (including the driver).
 - (2) Total hours worked may not exceed eight in any twenty-four-hour period, with fifteen-minute rest periods between each trip, if the animal is used to haul people or goods.
 - (3) Between the dates of June 1 and August 31, total hours worked by any animal shall not exceed six in a twenty-four-hour period with a fifteen-minute rest for every hour worked.
 - (4) The animal pulling a carriage shall not move at a speed faster than a slow trot.

(5) No animal shall work with equipment causing an impairment of vision, other than normal blinders.

(6) No animal shall be subject to any condition which will impair the good health and physical condition of the animal.

(b) The animal control department may order the temporary suspension of the operation of any animal-drawn vehicle upon a determination that special circumstances exist which jeopardize the safety of the animal, such as bad weather or other environmental problems.

Sec. 18-72. - Equipment and facilities.

Equipment and facilities with respect to animal-drawn vehicles must meet the following minimum standards:

(a) The harness and bit shall be of standard construction and appropriate for the animal. It shall be properly fitted, padded and maintained, and kept free of makeshift wire, sisal rope and chain. The harness must be oiled and cleaned so as to be soft at all times.

(b) Carriages must be properly lubricated and wheels must spin freely.

(c) No driver may whip any animal with more than a light touch by a light whip.

(d) Adequate water shall be provided in the working area and stables at all times.

(e) Drivers of animal-drawn vehicles shall maintain stands in a sanitary condition at all times.

(f) Stalls and stables must comply with the following:

(1) Ceilings in stalls and stables must be at least ten feet high from bedding and flooring. Bedding therein must be at least six inches deep and dry enough so as not to show wetness under the pressure of the animal's hoofs. Sharp surfaces shall not be permitted in any area or building where they may come in contact with the animals.

(2) Roofs must be kept free of leaks.

(3) Each animal must have a stall large enough for the animal to turn around.

(4) Food must be kept free of contamination.

(5) Animal areas must be treated to exterminate and repel insects.

(6) Ventilation must be provided in hot weather.

Sec. 18-73. - Inspections.

The animal control department shall be permitted to inspect all animals, carriages, stalls and stables at any reasonable time to ensure compliance with all provisions of this chapter.

Secs. 18-74—18-79. - Reserved.

ARTICLE VIII. - IMPOUNDMENT; ADOPTION

Sec. 18-80. - Impoundment.

- (a) Any animal at large or otherwise in violation of the provisions of this chapter may be impounded in the animal shelter in a humane manner, for a period of not less than three days. If within such time an animal so impounded has not been reclaimed by its owner in accordance with the provisions of this chapter, such animal shall become the absolute property of the animal control department, which may convey ownership of such animal to any responsible person on such conditions as the animal control department may prescribe, or the animal control department may humanely destroy such animal.
- (b) An animal control officer may follow an animal that has been seen by that officer running at large onto private property to capture and impound that animal. No injunction, action or claim for damages may be brought against the animal control department or its officers, agents or employees with respect to actions herein contemplated.
- (c) The animal control department shall make a reasonable effort to notify the owner of any animal impounded in the animal shelter that the animal has been impounded, the manner by which the animal may be reclaimed, and that the animal may be destroyed and shall become the property of the animal control department as provided herein.
- (d) Following the impoundment of an animal found at large which animal has on it its owner's address and prior to its destruction, the animal control authority shall give the owner five days' notice of the proposed destruction by certified letter, return receipt requested.
- (e) Notwithstanding any provision of this chapter to the contrary, the animal control department may refuse to release any animal impounded in the animal shelter for rabies or contagious disease quarantine or for use as evidence in a criminal prosecution, for such time period as the animal control department may determine.
- (f) Notwithstanding any provision of this chapter to the contrary, the animal control department may humanely destroy any animal impounded in the animal shelter when the animal control department reasonably believes that destruction of the animal is necessary to prevent disease or injury to the animals or to humans due to overcrowding in the animal shelter, the presence or threatened presence of contagious disease, the likelihood of danger or injury to humans or animals, or any other condition.
- (g) Notwithstanding any provision of this chapter to the contrary, the animal control department may humanely destroy any animal impounded in the animal shelter when the animal control department reasonably believes the animal has sustained an injury or disease which will likely result in maiming, prolonged and/or severe suffering or death.

Sec. 18-81. - Reclaiming impounded animals.

modified

- (a) The owner of an animal impounded in the animal shelter may reclaim the animal, upon presenting evidence satisfactory to the animal control department of compliance with all provisions of this chapter, and upon payment of fees and charges as hereinafter provided,

credited to the account of the animal control department, and which fees and charges shall not be in lieu of any fine or penalty otherwise provided by law.

(b) Fees for reclaiming impounded animals shall be as follows:

(1) Vaccinated dogs or cats:

First offense \$ 25.00

Second offense 35.00

Third offense 70.00

Subsequent offense 100.00

(2) Unvaccinated dogs or cats:

First offense \$ 35.00

Second offense 70.00

Third offense 200.00

Subsequent offense 250.00

(3) Rabbits, poultry and birds:

Each offense \$25.00

(4) Other animals:

Each offense \$45.00

(5) Animals impounded for rabies quarantine or for use as evidence in a criminal prosecution:

Per day \$10.00

(6) In addition to the foregoing fees, the per-day board for each day the animal is impounded in the animal shelter:

Per day \$10.00

(c) The owner of an animal impounded in the animal shelter shall be liable for the foregoing fees and charges, notwithstanding the destruction or adoption of the animal.

Sec. 18-82. - Adoption.

The animal control department may convey ownership (permit adoption of) any animal which has become the property of the animal control department to a responsible person subject to such conditions as may be prescribed by the animal control department, including, but without limitation, the following:

(1) Evidence satisfactory to the animal control department that the animal has been, or will be, examined by a veterinarian and vaccinations against rabies and other disease administered;

(2) Evidence satisfactory to the animal control department that the animal has been, or will be, neutered or spayed.

Secs. 18-83—18-89. - Reserved.

ARTICLE IX. - ENFORCEMENT; PENALTIES

Sec. 18-90. - Enforcement responsibility.

The provisions of this chapter shall be enforced by the animal control department and by the county sheriff's department and the city police department.

Sec. 18-91. - Interference.

No person shall interfere with, hinder or molest the animal control department or any other officer in the performance of its duty or seek to release any animal in the custody of the animal control department, except as herein provided.

Sec. 18-92. - Right of entry.

(a) The animal control officers, sheriff's deputies and other enforcement officers of the county and city are hereby authorized to enter upon any premises or parcel of land for the purpose of seizing and impounding any animal found therein or thereon to be in violation of this chapter, including but not limited to an animal that has bitten a person within ten days.

(b) The animal control department and other law enforcement officers of the city and the county may use any force necessary to remove any animal locked in a closed vehicle between the dates of May 1 and September 30. The operator of the vehicle will be charged with cruelty to animals as defined in this chapter. No injunction or claim for damages may be placed against the animal control department or ~~its~~ its officers or the city or its officers for this action.

Sec. 18-93. - Summons.

Representatives of the animal control department and officers of the city police department are hereby authorized to issue a summons to any person for violation of any provision of this chapter. The summons shall be in a form approved by the city municipal court clerk, shall designate the offense charged and shall require the person so charged to appear before the city municipal court on a date certain to answer the charges therein contained.

Sec. 18-94. - Penalties for violations.

Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$100.00, nor more than \$800.00, and public service work not to exceed 100 hours (work to be performed at the animal shelter). If such violation is continued, each day's violation shall be a separate offense.

Sec. 18-95. - Equipment.

The animal control department is authorized to employ any equipment it deems necessary to enforce the provisions of this chapter, including, but without limitation to, humane wire box traps; and the animal control department may, subject to conditions it may determine, lend such traps or other equipment to private persons for the purpose of preventing nuisances resulting from animals at large.

Secs. 18-96—18-99. - Reserved.

ARTICLE X. - RECORDS

Sec. 18-100. - Required to be kept.

It shall be the duty of the animal control department to keep, or cause to be kept, accurate and detailed records of the impoundment and disposition of all animals coming into its custody.

Secs. 18-101—18-109. - Reserved.

ARTICLE XI. - ANIMAL ADVISORY BOARD

Sec. 18-110. - Animal control advisory board.

The Douglas County Board of Commissioners maintains an animal control advisory board, for which the city's governing authority appoints two members.

Secs. 18-111—18-119. - Reserved.

ARTICLE XII. - INJUNCTION

Sec. 18-120. - No injunction against department.

No injunction shall be granted against the animal control department, or any of its officers or agents, except upon court order after due notice and proper hearing.

Secs. 18-121—18-129. - Reserved.

ARTICLE XIII. - DANGEROUS DOG CONTROL

Sec. 18-130. - Adoption of the responsible dog ownership law.

The city does hereby adopt and expressly incorporate herein by reference, the terms and provisions of the Georgia Responsible Dog Ownership Law, O.C.G.A. §§ 4-8-1 through 4-8-33. The city does further set and establish the penalties therein stated and does approve and adopt the charging of a registration fee and confiscation fee for dangerous and potentially dangerous dogs. The city does further repeal only those portions of the city animal control ordinance that are expressly inconsistent with the terms and provisions of the responsible dog ownership law.

Chapter 18 - ANIMALS

ARTICLE I. - IN GENERAL

Sec. 18-1. - Short title.

This chapter may be cited as the "City of Douglasville Animals Ordinance."

Sec. 18-2. - Definitions.

The following words and phrases have the following meanings for the purpose of this chapter:

(1) Abandonment (of an animal): The act of any person who:

a. Abandons an animal by leaving an animal unattended for a period of time in excess of 24 hours without food, water, adequate ventilation or shelter on public or private property, including but not limited to the property of the owner/custodian.

b. Puts out, leaves, abandons, or in any other way discards any animal on public or private property, including but not limited to the property of the owner/custodian, and including but not limited to leaving an animal contained in a box, bag, fence, house or other structure or tethered; or

c. Places an animal in the custody of a state licensed entity, such as but not limited to a veterinary clinic, grooming facility, boarding or other care, and fails to reclaim the animal by the agreed upon time. The entity shall abide by the requirements of O.C.G.A. § 44-14-490 in disposing of the animal.

(2) Adequate: Sufficient; commensurate; equally efficient; equal to what is required; suitable to the case or occasion; satisfactory.

(3) Adequate exercise: Bodily exertion suitable to the age, size, species and breed of animal to maintain normal good health, muscle tone, non-aggressive temperament, and normal behavior.

(4) Adequate or humane care: Attention to the needs of an animal, including but not limited to, the provision of adequate water, food, shelter, bedding, sanitary conditions, ventilation, heating/cooling (temperature control), space, exercise, and veterinary medical attention necessary to maintain the health of the animal with regard to the specific age, size, species, and breed of animal.

(5) Adequate shelter: Protective cover for a domestic animal appropriate for the species and providing adequate space to maintain the animal in good health, which also prevents pain, suffering or a significant risk to the animal's health. "Adequate shelter" includes but is not limited to the following: sufficient coverage and insulation to protect an animal from extreme hot and cold temperatures; sufficient protection from the elements to keep the animal dry; sufficient shade and ventilation to prevent an animal from overheating and/or dehydrating; and adequate bedding or resting area suitable for the breed, species, age, size, and medical condition of the animal.

"Adequate shelter" is structurally sound housing which provides an animal with:

- a. Adequate space;
- b. Four solid walls or an "igloo" type of structure;
- c. A roof;
- d. A dry floor that is either: solid or grids, provided the animal can easily stand, walk, lay and sit on the grids without its feet or body parts being caught, damaged, or injured. The grids and area under the grids must be designed so that they can be cleaned and sanitized.
- e. Adequate ventilation;
- f. An entrance; and
- g. Adequate space for the number of animals on the property.

Materials not suitable for shelters include, but are not limited to: inadequately insulated containers; crates with exposed sharp edges; metal or plastic drums; abandoned or parked vehicles; porches or decks; lean-tos; any other structure that fails to provide sufficient protection from the elements; and any other structure that is not safe or suitable for housing the species.

(6) Adequate ventilation: Fresh air sufficient to provide for the health of an animal.

(7) Adequate water: Clean, fresh water sufficient to prevent dehydration, properly sustain health, and prevent significant risk to the animal's health. For the purposes of this chapter, snow, ice or rancid/contaminated water are not considered adequate water.

(8) Animal: Any description of vertebrate, excluding Homo sapiens.

(9) Animal bite: Any physical contact of the teeth, nails, or claws of an animal with human flesh, including but not limited to a scrape, puncture, pierce, scratch or tear, so long as bleeding results.

(10) Animal control department: The Douglas County Animal Control Department.

(11) Animal establishment: Any pet shop, kennel, grooming shop, auction, performing animal exhibition or other facility engaged in the handling of animals, excluding licensed veterinarians and veterinary clinics and hospitals.

(12) Animal shelter: Any facility operated by any governmental entity, humane society, or other organization for the purpose of impounding or caring for animals held under the authority of this chapter or state law.

(13) At large: Any animal is at large when it is not under control as provided herein.

(14) Auctions: Any place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this chapter. Individual sales of animals by owners are not auctions as herein defined.

(15) Breeder: A person or entity that owns an animal and allows it to reproduce, whether planned or unplanned.

(16) Confinement: Restriction of an animal to a home, basement garage, building, pen, or other escape-proof enclosure. Confinement by a rope, chain, tether, fenced yard or other area accessible by other animals or persons, other than the caretaker, is not considered confinement.

(17) Cruelty: Every act, omission or neglect whereby unjustifiable pain, suffering, maiming or death may be caused or permitted to any animal as defined in this section.

(18) Fence: A structure of wire, wood, stone or other materials, including invisible fencing, which is of sufficient height and strength to act as a barrier against the passage of the animal it is intended to enclose.

A fence does not include an "invisible fence" if the fence is:

- a. Turned off or the animal is not wearing a properly operating signaling device;
- b. Ineffective for any animal that has learned it can cross the fence line;
- c. Intended to be a means of keeping people or animals out of an enclosed area;
or
- d. Buried in or adjacent to the city or county right-of-way.
- e. An invisible fence is not an acceptable means of control for an animal that is classified as vicious, dangerous, potentially dangerous, or is in estrus/heat.

(19) Fowl: Any warm-blooded, feathered, flying or nonflying animal.

(20) Give away or donate: with regard to an animal, to transfer ownership of the animal without receiving money or other valuable consideration other than a license fee or payment for prospective spaying or neutering for the animal transferred; the terms exclude payment of any adoption fee to the authorized licensing agent for the city.

(21) Humane manner: Care of an animal to include, but not to be limited to, adequate heat, ventilation, sanitary shelter, wholesome fresh food, and access to fresh, clean, wholesome water at all times, consistent with the normal requirements and feeding habits of the animal's size, species and breed.

(22) Kennel: Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling animals.

(23) Licensing authority: The agency or department of the city or county or any designated representative thereof charged with administering the issuance and/or revocation of permits and licenses under the provisions of this chapter.

(24) Livestock: Any animal that has hooves.

(25) Neutered: Incapable of sexual reproduction.

(26) Nuisance: An animal shall be considered a nuisance if it:

- a. Damages, soils, defiles or defecates on private property (other than the property of the owner of the animal), or public property and recreational areas;
- b. Causes unsanitary, dangerous or offensive conditions;
- c. Causes a disturbance by excessive barking or other noisemaking;
- d. Molests, attacks or interferes with persons on public or private property, unless the animal is a guard dog actively performing its duties while confined to the property of the owner or responsible person; or
- e. Chases vehicles or attacks other animals.

(27) Owner: Any person owning, keeping or harboring one or more animals. An animal shall be deemed to be harbored if it is fed or sheltered for three consecutive days or more.

(28) Performing animal exhibition: Any spectacle, display, act or event other than circuses, in which performing animals are used.

(29) Pet: Any animal kept for pleasure, excluding livestock.

(30) Pet shop: Any person engaged in the business of buying or selling two or more species of live animals with the intent that they be kept as pets.

(31) Potentially dangerous dog means: Any dog with a known propensity, tendency or disposition to make unprovoked attacks, cause injuries or otherwise threaten the safety of any human being. Potentially dangerous dog shall also mean any dog which, when unprovoked, inflicts a bite upon a human being or any domestic animal or chases or approaches a human being or any domestic animal on any public property in a vicious or terrorizing manner in an apparent attitude of an attack.

(32) Primary enclosure: Any structure or device used to restrict an animal to a limited amount of space, such as a fence building, room, pen, run, cage, stall, paddock, or pasture that provides adequate space and shelter.

(33) Proper enclosure: An enclosure for keeping a dangerous dog, potentially dangerous dog or vicious animal securely confined indoors or in a securely enclosed and locked pen, fence, or structure suitable to prevent the entry of another animal or any person other than the owner or caretaker. The enclosure must:

- a. Be designed to prevent the animal from escaping, and

1. If the enclosure is a fence, the fence must be high enough to keep the animal from climbing over and must be secured at the bottom to keep the animal from digging under.

2. If the enclosure is a pen or structure other than a fence, the pen or structure must have secure sides, top and bottom constructed or secured in such a manner to prevent the animal's escape, and be of a height and strength to maintain the animal within it.

b. Provide adequate shelter.

c. Provide adequate space for the animal.

(34) Provoked attacked: An attack resulting when a domestic animal is placed in a situation such that an expected reaction would be to bite or attack.

(35) Responsible person: Any accountable human being.

(36) Restraint: See "under control."

(37) Spayed: Incapable of sexual reproduction.

(38) Tether: Any chain, rope, leash, tie out or wire designed to restrain an animal which is attached to an animal's collar or halter and is also attached to a stationary object.

(39) Under control: Any animal shall be considered under control if it is confined by fence, pen, cage or secure enclosure to the premises of its owner, or is secured by a leash, chain or lead of sufficient strength to prevent it from escaping from the premises of its owner, or is restrained by leash, chain or lead or confined in an automobile when away from the premises of the owner.

(40) Unprovoked attack or without provocation: An attack that is not provoked as defined by this chapter.

(41) Veterinary clinic or hospital: A clinic or hospital operated by a licensed veterinarian.

(42) Vicious animal: Any animal that attacks or attempts to attack without provocation a human being or domestic animal. This phrase shall not be construed to include dogs that are part of a governmental operation, nor a professionally trained certified guard dog in the performance of its duties while confined to the property of the owner or responsible person.

(43) Wild and exotic animals: Include any monkey or other nonhuman primate, such as raccoon, skunk, wolf, wolf-hybrid, squirrel, fox, leopard, panther, tiger, lion, lynx, ferret, bear, wild rabbit, tarantula, wild rodent, and reptiles, including, but not limited to, crocodiles, alligators, snakes, caiman, and gavials, and any other animal so designated by the animal control department.

Secs. 18-3—18-19. - Reserved.

ARTICLE II. - WILD AND EXOTIC ANIMALS

Sec. 18-20. - Generally.

(a) No person or business shall own, keep, harbor or permit to be kept or harbored a wild or exotic animal within the city, other than licensed animal establishments which are approved in writing by the animal control department, which licenses may be granted upon presentation of evidence satisfactory to the animal control department that appropriate safeguards for protection of the public are maintained.

(b) The provisions of this section for licensure shall not apply to any person or business that is required to be licensed and permitted by state and/or federal agencies for keeping and maintaining wild or exotic animals, where it appears that such person or facility is in fact continuously so licensed and/or permitted.

Sec. 18-21. - Sales.

Any animal establishment approved by the animal control department for offering for sale any wild and exotic animal shall post conspicuously at the place of sale or display a notice in form and substance approved by the animal control department that no person may lawfully own, keep, harbor or permit to be kept or harbored, any wild and exotic animal within the city, including any monkey or other nonhuman primate, raccoon, skunk, wolf, wolf-hybrid, squirrel, fox, leopard, panther, tiger, lion, lynx, ferret, bear, wild rabbit and wild rodent, and reptiles including but not limited to crocodiles, alligators, caiman, and gavials, and any other animals so designated by the animal control department.

Sec. 18-22. - Impoundment.

(a) The animal control department may impound any wild or exotic animal that is owned, kept or harbored in violation of this chapter, and may destroy or rehabilitate any such animal upon conviction of its owner or other responsible person for a violation of this article, notwithstanding the impoundment provisions of this chapter, provided no such animal may be destroyed without first obtaining a court order so stating.

(b) Any wild or exotic animal impounded pursuant to the provisions of this article shall remain impounded or confined by the animal control department until a final order of disposition is entered by a court of competent jurisdiction with respect to the violations of the provisions of this chapter.

Sec. 18-23. - Penalties for violations.

Any person in violation of this article shall be guilty of a misdemeanor and shall be fined in the sum of \$100.00 for each day such violation continues, together with all costs of court and a ten-dollar fee per day for board for each day the animal is impounded in the animal shelter.

Secs. 18-24—18-29. - Reserved.

ARTICLE III. - VACCINATION

Sec. 18-30. - Generally.

(a) No person shall own, keep or harbor any dog or cat within the city unless such dog or cat is vaccinated as herein provided.

(b) The animal control department shall maintain a record of all certificates issued.

Sec. 18-31. - Rabies vaccination.

(a) All dogs and cats over three months of age within the city shall be vaccinated against rabies and revaccinated as recommended by the current State of Georgia Rabies Control Compendium by a licensed veterinarian according to the type of vaccine and the duration of its effectiveness. The veterinarian will issue to the owner a durable metal tag and a certificate of vaccination approved by the Georgia Department of Human Resources. Tags must be attached to the collar or harness of the dog or cat and be worn at all times. Tags are not transferable from one dog or cat to another dog or cat.

(b) The animal control department may adopt such other rabies control regulations as it deems necessary for the protection of the public health and safety.

Sec. 18-32. - Health regulations incorporated.

All rules and regulations of the Douglas County Board of Health and the Georgia Department of Human Resources presently existing or as adopted in the future pertaining to rabies control and vaccination are incorporated herein by reference as though fully set forth herein.

Sec. 18-33. - Kennel license fees.

Applicants for kennel licenses shall pay fees annually in accordance with the following schedule:

(1) Kennel, per kennel: \$25.00;

(2) During "responsible pet owners month," the applicant for a kennel license shall pay one-half of the fee provided in the applicable category provided in subsection (1) of this section.

Secs. 18-34—18-39. - Reserved.

ARTICLE IV. - RESTRAINT

Sec. 18-40. - Maintenance of premises and disturbing noises.

(a) An owner of an animal shall maintain the area in which such animal is kept in such a manner as not to constitute either a private nuisance to adjoining property owners or a nuisance to the public generally. Pens or any areas in which animals are confined or maintained shall be cleaned regularly so that they are kept free from offensive odors which would disturb any person residing within a reasonable distance of said premises, and the animals themselves shall be restrained in such a fashion that noise emanating therefrom shall not be disturbing to such persons.

(b) Any animal which barks, whines, howls or causes other objectionable noise in succession for a period, although not necessarily constant or continuous, of 20 minutes or more on more than one occasion, or which is at large or chases or runs after persons or vehicles, or which destroys or damages any property of another person, or which causes serious annoyance to a neighboring resident and interferes with reasonable use and enjoyment of his property, or which is otherwise offensive so as to create a nuisance, shall be deemed to be a nuisance and a hazard to the health, safety and welfare of the citizens of the city.

(c) If any two citizens of the city, not residing in the same household, shall sign and file with the municipal court an affidavit stating that an animal, which resides or is commonly kept or housed within audible distance of their residences or places of business has become a nuisance as defined in subsection (b) of this section, the owner or keeper of that animal shall be summoned into the municipal court to answer the charge made by the affidavits and show cause why such animal owner should not be found in violation of this section.

(1) After such an affidavit is filed in the municipal court, the court shall notify animal control. An animal control officer or other agent of the city authorized by the city governing authority will personally serve a summons to appear in municipal court upon the animal owner.

(2) The summons shall state the offense alleged, the name of the accused, the time and place of the trial, the date of the offense, the date of service; shall bear an identifying number by which it is filed with the court and be signed by the county or city agent who completed and served it.

(d) The owner of any animal found by the court to be in violation of this section may be punished in accordance with section 1-3 of this Code.

Sec. 18-41. - Animal or fowl enclosures.

It shall be unlawful for any person to have, control, or possess any pasture or enclosure for animal or fowl where such enclosure boundary is within 200 feet of any residence or place of business within the city. All pastures or enclosures shall at all times be kept and maintained in a proper, clean and sanitary condition.

Sec. 18-42. - Confinement of animals generally, vicious animals, etc.

(a) An owner of a domesticated animal, whether vaccinated or not vaccinated, shall confine such domesticated animal within an adequate fence or enclosure or within a house, garage or other building to prevent the animal from running at large. No animal shall be tied or tethered as a permanent measure of restraint. No animal shall be left unattended on a chain, lead, runner, cable, rope, leash or similar tethering device.

(b) An owner of a dog or cat, whether vaccinated or not vaccinated, shall prevent such dog or cat from becoming a danger to persons or property at any location, or trespassing upon another persons' property without that person's permission.

(c) An owner of a dog or cat, whether vaccinated or not vaccinated, shall prevent such dog or cat from running at large upon the streets, sidewalks, alleys, parks or other public places in the city.

(d) An animal, whether vaccinated or not vaccinated, not under control as provided in this chapter which attacks or attempts to attack without provocation a human being or domestic animal is hereby declared a public nuisance and may be impounded pursuant to the provisions of this chapter and/or ordered confined by the animal control department for a period of 30 days, provided that, if an action is brought in any court of competent jurisdiction concerning the attack or attempt to attack by such animal, the period of confinement may be extended until the entry of a final order of disposition in such action. Further, in any prosecution of an owner or a responsible person of any such animal for any violation of this chapter, the court may, upon conviction entered against the owner or responsible person, order that such animal be humanely destroyed.

(e) Any owner of a vicious animal, whether vaccinated or not vaccinated, shall confine it within a building or secure enclosure sufficient to prevent the animal from escaping and to prevent a person or another animal from entering the enclosure and not release it therefrom unless it is securely muzzled and under restraint by a person who is at least 18 years of age or older. Any vicious animal not under control as provided in this chapter is hereby declared a nuisance and may be impounded pursuant to the provisions of this chapter and/or confined by the animal control department for a period of 30 days, provided that, if an action is brought in any court of competent jurisdiction concerning the attack or attempt to attack by such animal, the period of confinement may be extended within the discretion of the animal control department until the entry of a final order of disposition in such action. Further, in any prosecution of an owner or a responsible person of any such vicious animal for any violation of this chapter, the court may, upon conviction entered against the owner or responsible person, order that such animal be humanely destroyed.

(f) Every female dog or cat in heat shall be kept confined in a building or secure enclosure or in a veterinary clinic or hospital or in a kennel in such a manner that such female dog or cat cannot come into contact with another dog or cat, except for intentional breeding purposes.

(g) It shall be unlawful for any owner to allow such owner's dog or cat to enter any food store or place where food is exhibited for sale, except those animals trained for the blind and hearing impaired.

(h) It shall be unlawful for any person owning or having control of any chickens, ducks, horses, cows, goats, pigs or any other type of animal, livestock or other fowl within the city to permit them to run at large or be a menace or nuisance to such person's neighbors or the public in general.

Sec. 18-43. - Rabid animals or animals suspected of having rabies.

(a) Every veterinarian shall report promptly to the Georgia Department of Human Resources and the animal control department all cases of rabies in animals treated by such veterinarian, giving the name and address of the owner. Every veterinarian shall also report the names and addresses of the owner of any animals bitten by such rabid animal, so far as known.

(b) Any person who knows that an animal, domestic or wild, is rabid or suspects an animal of having rabies, or knows that an animal has been bitten by a rabid animal, shall promptly report

such information, to the extent known, to the Georgia Department of Human Resources and the animal control department.

(c) It shall be the duty of the owner, the health department, physicians, hospitals or other person or agency gaining information that any domestic animal or person has been bitten or is probably infected with rabies, to incarcerate or impound the animal in the facility of some competent veterinarian within this city, where the animal shall be held for observation for such period of time as may be reasonably necessary to determine whether the animal is infected with rabies.

Secs. 18-44—18-49. - Reserved.

ARTICLE V. - CRUELTY

Sec. 18-50. - Prohibited treatment; removal of mistreated animals; payment of expenses.

(a) It shall be unlawful for any person, either by commission or omission, to:

- (1) Overdrive, overload, overwork, torture, beat, mutilate, kill needlessly, carry or confine in a vehicle in an inhumane manner, or otherwise mistreat, any animal;
- (2) Fail to provide any animal with adequate food and veterinary care;
- (3) Fail to provide any animal with access to adequate shelter consisting of not less than three walls and a roof adequate to protect it from all types of weather, 24 hours daily;
- (4) Fail to provide any animal access to adequate water at all times;
- (5) Abandon any animal;
- (6) Intentionally poison any animal;
- (7) Allow or promote any fight between animals, or to allow or permit any such fight in or upon any premises in such person's possession or under such person's control;
- (8) Allow an animal to be kept in unsanitary conditions;
- (9) Keep or confine an animal in other than a humane manner;
- (10) No animal may be transported in the back of a pickup truck without the pickup truck bed being enclosed or the animal confined so that it may not jump, fall or be injured in any manner.

Sec. 18-51. - Prohibition of sale or giveaway of animals in front of local businesses or stores.

(a) Generally. Except as provided in subsection (b), it shall be unlawful for any business or store to allow any person to sell or give away any animal in front of any business or store in the city. Except as provided in subsection (b), it shall be unlawful for any person to give away or sell any animal in front of any business, store or on the side of any public roadway in the city.

(b) Exceptions.

(1) Animals, other than wild or exotic animals and other than vicious or dangerous animals, may be sold or given away by any animal establishment immediately in front of its own business or store, provided the animal establishment has a temporary permit for outdoor display of merchandise in connection with a special sales event.

(2) Animals, other than wild or exotic animals and other than vicious or dangerous animals, may be given away by any person immediately in front of the business or store of an animal establishment, provided that:

a. The donor has the written permission of the business licensee of the animal establishment and the owner of the outdoor area where such activity will take place; and

b. Such donation activity is conducted only during hours when the animal establishment is open to the public for business; and

c. The animal establishment has free written information regarding animal licensing and vaccination available to the public inside the business or store.

Secs. 18-52—18-59. - Reserved.

ARTICLE VI. - ANIMAL ESTABLISHMENTS

Sec. 18-60. - Permit required; term; removal; one per establishment; display.

(a) No person shall operate an animal establishment without first obtaining a permit from the animal control department in compliance with this chapter, nor may any person operate an animal establishment in a manner in violation of any provision of this chapter.

(b) The license period shall begin with the first day of the calendar year and shall run for one year. Renewal application for permits shall be made 30 days prior to and up to 60 days after January first of each year. Application for a permit for a new establishment under the provisions of this chapter shall be made within 60 days of the start of business or operation.

(c) Every facility regulated by this article shall be considered a separate enterprise, requiring an individual permit (e.g., two kennels at different locations but owned by the same person shall be considered as two animal establishments).

(d) Permits obtained in accordance with this article shall be displayed in a prominent location on the premises of the animal establishment.

(e) It shall be unlawful for any person to sell, barter or gratuitously distribute any animal, fowl or reptile in a public place without a license or permit as set forth in this article. This prohibition shall include but shall not be limited to such distribution in commercial areas and along public roadways. Nothing in this section shall be construed to prohibit the gratuitous distribution of pets from private residential areas.

Sec. 18-61. - Application procedure.

(a) Each animal establishment shall annually file an application for permit with the animal control department within the time periods provided by this chapter, provided that all preexisting establishments shall have 90 days from the effective date of this chapter to file such application.

(b) The permit application shall be made on a form provided by and available from the animal control department.

(c) Upon receipt of a completed application, the animal control department shall make an inspection of the facility to ensure that all animals are provided for in a humane manner and that the establishment is in compliance with all provisions of this chapter. The animal control department shall be permitted to make such inspection at any reasonable time during normal business hours.

(d) The animal control department shall either issue or decline to issue a permit to the applicant. If a permit is not granted, it shall notify the applicant in writing of the reasons for denial.

(e) Any animal establishment denied a permit may not reapply for a period of at least 30 days. Each reapplication shall describe any previous denial or revocation.

(f) If an applicant is shown to have withheld or falsified any material information on any application, the animal control department may refuse to issue or is entitled to revoke any permit.

Sec. 18-62. - Revocation of permits.

(a) The animal control department may revoke any permit if the person holding the permit refuses or fails to comply with this chapter, or any other law or regulation governing the protection and keeping of animals, including refusal to allow inspection of the animal establishment as provided in this article.

(b) Whenever a permit is revoked for cause, or pending any proceedings to contest such action, the animal control department shall have power of entry to inspect all premises where the animals are being kept and shall notify the owner in writing as to the period of time that reasonably shall be allowed for removal of animals from such premises and shall state the specific reasons for revocation. In the event any such owner shall fail to remove such animals as directed, the animal control department may impound such animals pursuant to the impoundment provisions of this chapter.

Sec. 18-63. - Compliance with Code.

(a) An animal establishment shall not sell, trade or give away any dog or cat over three months of age unless the dog or cat has been vaccinated as required by this chapter.

(b) The animal control department shall be permitted to inspect any animal establishment and all animals and the premises where such animals are kept, other than those animal establishments exempted by section 18-66 hereof, at any reasonable time during normal business hours to ensure compliance with all provisions of this chapter.

(c) Animal establishments exempted as provided in section 18-66 may be inspected by the animal control department upon receipt by the animal control department of a request to make inspection from any state and/or federal agencies which license and/or permit such establishments, which inspection may be made at any reasonable time during normal business hours to ensure compliance with all regulations pertaining thereto.

Sec. 18-64. - Standards for kennels.

All kennels shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial of a permit or revocation of a permit. Standards for kennels are as follows:

- (a) Enclosures must be provided which shall allow adequate protection against weather extremes. Floors of buildings, runs and walls shall be of an impervious material to permit proper cleaning and disinfecting.
- (b) Building temperature shall be maintained at a comfortable level. Adequate ventilation shall be maintained.
- (c) Each animal shall have sufficient space to stand up, lie down and turn around without touching the sides or top of cages.
- (d) Cages are to be of material and construction that permit cleaning and sanitizing.
- (e) Cage floors shall be of concrete, unless radiantly heated, and shall have a resting board or some type of bedding.
- (f) Runs shall provide an adequate exercise area and protection from the weather. Runs shall have an impervious surface.
- (g) All animal quarters and runs are to be kept clean, dry and in a sanitary condition.
- (h) The food shall be free from contamination, and shall be wholesome, palatable and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal.
- (i) All animals shall have fresh water available at all times.

Sec. 18-65. - Standards for pet shops.

All pet shops, including pet shops operated in conjunction with another holding facility, shall in addition to the other requirements of this chapter comply with the minimum standards of this section. Failure to meet these standards shall be grounds for denial of a permit or revocation of a permit. Standards for pet shops are as follows:

- (a) Water. There shall be available hot water at a minimum temperature of 160 degrees for washing cages and disinfecting, and cold water easily accessible to all parts of the shop. Fresh water for consumption shall be available to all species of animals at all times. Containers are to be cleaned and disinfected each day.

(b) Room temperature. The room temperature of the shop shall be maintained at a level that is healthful for every species of animal kept in the shop.

(c) Cages and enclosures. All cages and enclosures are to be of a nonporous material for easy cleaning and disinfecting. Each cage must be of sufficient size that the animal will have room to stand, turn and stretch out to such animal's full length.

Sec. 18-66. - Exemptions.

Any animal establishment as defined herein that is required to be licensed and permitted by state and/or federal law, and which is in fact continuously so licensed and/or permitted, shall be exempt from sections 18-60, 18-61 and 18-62 of this article.

Secs. 18-67—18-69. - Reserved.

ARTICLE VII. - ANIMAL-DRAWN VEHICLES

Sec. 18-70. - Health of the animal.

No animal shall be permitted to pull any carriage unless the animal is in good health and meets at least the following requirements:

(a) All draft animals must weigh at least 1,000 pounds.

(b) The animal must have no major open sores or wounds and not be lame or have any other ailment, unless a veterinarian states in writing that the animal shall not be affected unduly by the proposed work.

(c) The hooves of the animal must be properly shod and trimmed.

(d) The animal must be groomed daily and not have fungus, dandruff or a poor or dirty coat.

(e) The animals must have adequate flesh and muscle tone.

Sec. 18-71. - Animal working conditions.

(a) No animal shall be worked under any of the following conditions:

(1) No animal shall be permitted to draw a carriage equipped with ball bearing wheels which hauls more than 12 people (including the driver) or a carriage equipped with bushing wheels which hauls more than nine people (including the driver).

(2) Total hours worked may not exceed eight in any twenty-four-hour period, with fifteen-minute rest periods between each trip, if the animal is used to haul people or goods.

(3) Between the dates of June 1 and August 31, total hours worked by any animal shall not exceed six in a twenty-four-hour period with a fifteen-minute rest for every hour worked.

(4) The animal pulling a carriage shall not move at a speed faster than a slow trot.

(5) No animal shall work with equipment causing an impairment of vision, other than normal blinders.

(6) No animal shall be subject to any condition which will impair the good health and physical condition of the animal.

(b) The animal control department may order the temporary suspension of the operation of any animal-drawn vehicle upon a determination that special circumstances exist which jeopardize the safety of the animal, such as bad weather or other environmental problems.

Sec. 18-72. - Equipment and facilities.

Equipment and facilities with respect to animal-drawn vehicles must meet the following minimum standards:

(a) The harness and bit shall be of standard construction and appropriate for the animal. It shall be properly fitted, padded and maintained, and kept free of makeshift wire, sisal rope and chain. The harness must be oiled and cleaned so as to be soft at all times.

(b) Carriages must be properly lubricated and wheels must spin freely.

(c) No driver may whip any animal with more than a light touch by a light whip.

(d) Adequate water shall be provided in the working area and stables at all times.

(e) Drivers of animal-drawn vehicles shall maintain stands in a sanitary condition at all times.

(f) Stalls and stables must comply with the following:

(1) Ceilings in stalls and stables must be at least ten feet high from bedding and flooring. Bedding therein must be at least six inches deep and dry enough so as not to show wetness under the pressure of the animal's hoofs. Sharp surfaces shall not be permitted in any area or building where they may come in contact with the animals.

(2) Roofs must be kept free of leaks.

(3) Each animal must have a stall large enough for the animal to turn around.

(4) Food must be kept free of contamination.

(5) Animal areas must be treated to exterminate and repel insects.

(6) Ventilation must be provided in hot weather.

Sec. 18-73. - Inspections.

The animal control department shall be permitted to inspect all animals, carriages, stalls and stables at any reasonable time to ensure compliance with all provisions of this chapter.

Secs. 18-74—18-79. - Reserved.

ARTICLE VIII. - IMPOUNDMENT; ADOPTION

Sec. 18-80. - Impoundment.

- (a) Any animal at large or otherwise in violation of the provisions of this chapter may be impounded in the animal shelter in a humane manner, for a period of not less than three days. If within such time an animal so impounded has not been reclaimed by its owner in accordance with the provisions of this chapter, such animal shall become the absolute property of the animal control department, which may convey ownership of such animal to any responsible person on such conditions as the animal control department may prescribe, or the animal control department may humanely destroy such animal.
- (b) An animal control officer may follow an animal that has been seen by that officer running at large onto private property to capture and impound that animal. No injunction, action or claim for damages may be brought against the animal control department or its officers, agents or employees with respect to actions herein contemplated.
- (c) The animal control department shall make a reasonable effort to notify the owner of any animal impounded in the animal shelter that the animal has been impounded, the manner by which the animal may be reclaimed, and that the animal may be destroyed and shall become the property of the animal control department as provided herein.
- (d) Following the impoundment of an animal found at large which animal has on it its owner's address and prior to its destruction, the animal control authority shall give the owner five days' notice of the proposed destruction by certified letter, return receipt requested.
- (e) Notwithstanding any provision of this chapter to the contrary, the animal control department may refuse to release any animal impounded in the animal shelter for rabies or contagious disease quarantine or for use as evidence in a criminal prosecution, for such time period as the animal control department may determine.
- (f) Notwithstanding any provision of this chapter to the contrary, the animal control department may humanely destroy any animal impounded in the animal shelter when the animal control department reasonably believes that destruction of the animal is necessary to prevent disease or injury to the animals or to humans due to overcrowding in the animal shelter, the presence or threatened presence of contagious disease, the likelihood of danger or injury to humans or animals, or any other condition.
- (g) Notwithstanding any provision of this chapter to the contrary, the animal control department may humanely destroy any animal impounded in the animal shelter when the animal control department reasonably believes the animal has sustained an injury or disease which will likely result in maiming, prolonged and/or severe suffering or death.

Sec. 18-81. - Reclaiming impounded animals.

- (a) The owner of an animal impounded in the animal shelter may reclaim the animal, upon presenting evidence satisfactory to the animal control department of compliance with all provisions of this chapter, and upon payment of fees and charges as hereinafter provided, credited to the account of the animal control department, and which fees and charges shall not be in lieu of any fine or penalty otherwise provided by law.

(b) Fees for reclaiming impounded animals shall be as follows:

(1) Vaccinated dogs or cats:

First offense \$ 25.00

Second offense 35.00

Third offense 70.00

Subsequent offense 100.00

(2) Unvaccinated dogs or cats:

First offense \$ 35.00

Second offense 70.00

Third offense 200.00

Subsequent offense 250.00

(3) Rabbits, poultry and birds:

Each offense \$25.00

(4) Other animals:

Each offense \$45.00

(5) Animals impounded for rabies quarantine or for use as evidence in a criminal prosecution:

Per day \$10.00

(6) In addition to the foregoing fees, the per-day board for each day the animal is impounded in the animal shelter:

Per day \$10.00

(c) The owner of an animal impounded in the animal shelter shall be liable for the foregoing fees and charges, notwithstanding the destruction or adoption of the animal.

Sec. 18-82. - Adoption.

The animal control department may convey ownership (permit adoption of) any animal which has become the property of the animal control department to a responsible person subject to such conditions as may be prescribed by the animal control department, including, but without limitation, the following:

(1) Evidence satisfactory to the animal control department that the animal has been, or will be, examined by a veterinarian and vaccinations against rabies and other disease administered;

(2) Evidence satisfactory to the animal control department that the animal has been, or will be, neutered or spayed.

Secs. 18-83—18-89. - Reserved.

ARTICLE IX. - ENFORCEMENT; PENALTIES

Sec. 18-90. - Enforcement responsibility.

The provisions of this chapter shall be enforced by the animal control department and by the county sheriff's department and the city police department.

Sec. 18-91. - Interference.

No person shall interfere with, hinder or molest the animal control department or any other officer in the performance of its duty or seek to release any animal in the custody of the animal control department, except as herein provided.

Sec. 18-92. - Right of entry.

(a) The animal control officers, sheriff's deputies and other enforcement officers of the county and city are hereby authorized to enter upon any premises or parcel of land for the purpose of seizing and impounding any animal found therein or thereon to be in violation of this chapter, including but not limited to an animal that has bitten a person within ten days.

(b) The animal control department and other law enforcement officers of the city and the county may use any force necessary to remove any animal locked in a closed vehicle between the dates of May 1 and September 30. The operator of the vehicle will be charged with cruelty to animals as defined in this chapter. No injunction or claim for damages may be placed against the animal control department or its officers or the city or its officers for this action.

Sec. 18-93. - Summons.

Representatives of the animal control department and officers of the city police department are hereby authorized to issue a summons to any person for violation of any provision of this chapter. The summons shall be in a form approved by the city municipal court clerk, shall designate the offense charged and shall require the person so charged to appear before the city municipal court on a date certain to answer the charges therein contained.

Sec. 18-94. - Penalties for violations.

Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$100.00, nor more than \$800.00, and public service work not to exceed 100 hours (work to be performed at the animal shelter). If such violation is continued, each day's violation shall be a separate offense.

Sec. 18-95. - Equipment.

The animal control department is authorized to employ any equipment it deems necessary to enforce the provisions of this chapter, including, but without limitation to, humane wire box traps; and the animal control department may, subject to conditions it may determine, lend such traps or other equipment to private persons for the purpose of preventing nuisances resulting from animals at large.

Secs. 18-96—18-99. - Reserved.

ARTICLE X. - RECORDS

Sec. 18-100. - Required to be kept.

It shall be the duty of the animal control department to keep, or cause to be kept, accurate and detailed records of the impoundment and disposition of all animals coming into its custody.

Secs. 18-101—18-109. - Reserved.

ARTICLE XI. - ANIMAL ADVISORY BOARD

Sec. 18-110. - Animal control advisory board.

The Douglas County Board of Commissioners maintains an animal control advisory board, for which the city's governing authority appoints two members.

Secs. 18-111—18-119. - Reserved.

ARTICLE XII. - INJUNCTION

Sec. 18-120. - No injunction against department.

No injunction shall be granted against the animal control department, or any of its officers or agents, except upon court order after due notice and proper hearing.

Secs. 18-121—18-129. - Reserved.

ARTICLE XIII. - DANGEROUS DOG CONTROL

Sec. 18-130. - Adoption of the responsible dog ownership law.

The city does hereby adopt and expressly incorporate herein by reference, the terms and provisions of the Georgia Responsible Dog Ownership Law, O.C.G.A. §§ 4-8-1 through 4-8-33. The city does further set and establish the penalties therein stated and does approve and adopt the charging of a registration fee and confiscation fee for dangerous and potentially dangerous dogs. The city does further repeal only those portions of the city animal control ordinance that are expressly inconsistent with the terms and provisions of the responsible dog ownership law.



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1550, **Version:** 1

Item 20-19-13 - Authorize the Douglasville Police Department to apply for the 2019 Bullet Proof Vest Grant from the U.S. Department of Justice (DOJ) Bureau of Justice Assistance, in the amount of \$26,670.00 for 1/2 the cost of 70 bullet proof vests.

Public Safety Committee - Chairman Sam Davis

From: [Jewell, Tammy](#)
To: [Davidson, JR](#)
Subject: FW: Bulletproof Vest Partnership (BVP) – FY 2019 Application Announcement
Date: Tuesday, May 14, 2019 8:57:44 AM

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Tuesday, April 16, 2019 3:29 PM
To: Jewell, Tammy <jewellt@douglasvillega.gov>
Subject: Bulletproof Vest Partnership (BVP) – FY 2019 Application Announcement

Dear BVP Participant:

The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year 2019 BVP application funding period.

Applications for FY 2019 BVP funds will be accepted beginning Tuesday, April 16, 2019. All applications must be submitted online at <https://ojp.gov/bvpbasi/> by 6:00 pm (e.d.t.), Tuesday, May 28, 2019.

Important Information Regarding FY 2019 BVP Funds:

1. Jurisdictions receiving funding for reimbursement of body armor purchases must have a written mandatory wear policy for uniformed patrol officers in place when the FY 2019 BVP applications are submitted. There are no requirements regarding the nature of the policy other than it **specify when** mandatory wear **is required** for uniformed officers on duty. Please see the BVP Mandatory FAQs for further guidance on this requirement:

<https://ojp.gov/bvpbasi/docs/FAQsBVP MandatoryWearPolicy.pdf>.

2. Each vest purchased with FY 2019 funds must meet National Institute of Justice (NIJ) standards on the date it was ordered and must be American-made. Please see this website for the latest NIJ compliant vests: https://www.justnet.org/other/ballistic_cpl.html and https://www.justnet.org/other/stab_cpl.html.
3. Uniquely Fitted Armor Vest Requirement: Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2019 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

In addition, a certification section has been added to the 2019 application (in the BVP system) stating the jurisdictions and law enforcement agency are aware of and will comply with this fitted vest requirement.

4. Multiple law enforcement agencies (LEAs) within the same jurisdiction must submit their own application information and vest needs to the jurisdiction. The jurisdiction will then submit the LEA applications in one submission to BJA. This includes colleges and universities. All public colleges and universities are considered LEAs under their respective jurisdiction.
5. To ensure that program participants are submitting applications that accurately reflect their vest needs for the next two years, please review the program guidance below. Prior to submitting an application for FY 2019 BVP funds:

a. Verify that the number of vests indicated on the application does not exceed actual agency needs. Review all currently deployed vests for those that will need to be replaced during the next two years, according to the replacement cycle indicated on your BVP system profile. Applications for funds should reflect the number of vests your agency needs to replace within the next two years, and vests for officers your agency anticipates hiring in the next two years. (New hires can be anticipated based on the average number of officers hired over the most recent three years.)

b. Ensure that the application accurately reflects the current market cost for the vests identified on the application.

c. Review previous year(s) BVP funding to identify any unspent funds that might currently be available for BVP needs

Your careful attention to actual vest needs will help ensure that all eligible jurisdictions submitting requests will receive the maximum award allowable based on the appropriation and distribution guidelines.

6. BJA has completed user guides and training materials for the BVP application process and the payment request process. Please see the following website for the guides and checklists:

<https://ojp.gov/bvpbasi/bvpprogramresources.htm>

For questions regarding this email or for assistance with the online application process, please do not hesitate to call the BVP Help Desk at 1-877-758-3787, or email vests@usdoj.gov.

Sincerely,

The BVP Program Team

Bureau of Justice Assistance

<https://ojp.gov/bvpbasi/>

This email was sent to jewellt@douglasvillega.gov using GovDelivery Communications Cloud on behalf of: Office of Justice Programs · 810 Seventh Street, NW · Washington, DC 20531 · 202-514-2000



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1537, **Version:** 1

Item 23-19-2 - Authorize the Mayor to sign an agreement with Goodwyn, Mills & Cawood, Inc. for architectural services for Mill Village Park.

Parks & Recreation Committee - Chairman Chris Watts

STANDARD AGREEMENT BETWEEN OWNER AND ARCHITECT

This Agreement is made by and between City of Douglasville hereinafter referred to as the "Owner") and Goodwyn, Mills & Cawood, Inc.

(hereinafter referred to as the "Architect") under seal for services described below to be rendered for the following Project:

Construction Documents and Contract Administration for Mill Village Park.

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Architect hereby agree as follows:

ARTICLE I

THE ARCHITECT'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Architect represents to the Owner that the Architect is professionally qualified to act as the Architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project. The Architect further represents to the Owner that the Architect will maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until Architect's remaining duties hereunder have been satisfied. The Architect assumes full responsibility to the Owner for the improper acts and omissions of its consultants or others employed or retained by the Architect in connection with the Project.

1.2 Execution of this Agreement by the Architect constitutes a representation that the Architect has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 DESIGN DEVELOPMENT

1.3.1 Architect shall perform or acquire a Geotechnical Engineer Report for the property and provide a copy to the Owner.

1.3.2 Based on the schematic design documents already completed by the Architect, and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Architect

shall prepare and submit to the Owner for review, design, development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.3.3 The Architect shall review its estimate of probable construction costs, attached hereto as **Attachment A**, and shall make any appropriate revisions thereto and furnish same to the Owner.

1.4 CONSTRUCTION DOCUMENTS

1.4.1 Upon the Owner's authorization, the Architect shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be reasonably accurate, coordinated and adequate for construction and shall be in conformity and comply with applicable law, codes and regulations. The Architect shall use due care to determine that products specified for use shall be readily available unless written authorization to the contrary is given by the Owner.

1.4.2 The Architect shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

1.4.3 The Architect shall assist the Owner in preparing and filing documents required for the approval of authorities having jurisdiction over the Project.

1.5 BIDDING PHASE.

1.5.1 The Architect shall prepare a proposed bidding package for construction of the Project, to include a detailed proposed scope of work, a legal advertisement, and proposed dates and methods for advertisement, and submit the package to the Owner for approval. After approval, the architect shall advertise the bidding opportunity in compliance with local and State law.

1.6 ADMINISTRATION OF CONSTRUCTION

1.6.1 The Architect shall provide administration of the Construction Contract and shall perform those duties and discharge those responsibilities set forth herein and in the Contract for Construction and Incorporated General Conditions ("the Construction Contract") to be executed by and between the Owner and a contractor.

1.6.2 The Architect shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the Contractor shall be communicated through the Architect. The Architect shall act on behalf of the Owner only to the extent provided herein and in the Construction Contract.

1.6.3 Upon receipt, the Architect shall carefully review and examine any Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Architect may require from the Contractor. The purpose of such review and examination will be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Architect to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary as revised, the Architect shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Architect shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

1.6.4 The Architect shall carefully inspect the Work of the Contractor whenever and wherever appropriate and no less frequently than once each week. If, however, in the opinion of the Architect, inspections more frequently than once each week are required to protect the Owner's interest, the Architect shall so notify the Owner in writing, and the Owner may elect to require the Architect to make more frequent Project inspections for which the Architect shall be compensated pursuant to the provisions of Paragraph 4.3 hereunder. It is expressly agreed that the inspections required by this Paragraph 1.6.4 are in addition to any and all other inspections which may be required elsewhere in this Agreement. The purpose of the inspections required by this Paragraph is to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such inspections, the Architect shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Contractor. Following each such inspection the Architect shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the Owner.

1.6.5 The Architect shall at all times have access to the Work wherever it is located.

1.6.6 The Architect shall determine amounts owed to the Contractor based upon inspections of the Work as required in Subparagraph 1.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the Owner in such amounts.

1.6.7 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner that the Architect has made an inspection of the Work as provided in Subparagraph 1.6.4 and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract, and that, to the best of the knowledge, information and informed belief of the Architect, the Contractor is entitled to payment of the amount certified.

1.6.8 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work

with reasonable promptness on request of the Contractor.

1.6.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Construction Contract.

1.6.10 The Architect shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Whenever, in the Architect's opinion, it is necessary or advisable, the Architect shall require special inspection or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed or completed.

1.6.11 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Approval by the Architect of the Contractor's submittal shall constitute the Architect's representation to the Owner that such submittal is in conformance with the Construction Contract. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project.

1.6.12 The Architect shall review, and advise the Owner concerning, proposals and requests for Change Orders from the Contractor. The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.6.13 The Architect shall conduct an inspection to determine the date of Substantial Completion and the date at Final Completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Construction Contract and assembled by the Contractor, and shall, when appropriate, issue a final Certificate for Payment.

1.6.14 The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in the Architect's work product.

1.7 ADDITIONAL SERVICES

The following services of the Architect are not included in Paragraphs 1.3 through 1.7. Nevertheless, the Architect shall provide such services if authorized in writing by the Owner and they shall be paid for by the Owner as provided hereinafter.

1.7.1 Providing services to examine or investigate existing conditions or to make measured drawings, or to verify the accuracy of drawings or other information provided by the Owner.

1.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Owner previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Architect, either in whole or in part.

ARTICLE II

THE OWNER'S BASIC DUTIES TO THE ARCHITECT OTHER THAN COMPENSATION

2.1 The Owner shall provide the Architect with adequate information regarding the Owner's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements.

2.2 The Owner shall review any documents submitted by the Architect requiring the Owner's decision, and shall render any required decision pertaining thereto.

2.3 The Owner has had Architect complete a survey and Environmental Phase I for the project site.

2.4 The Owner shall furnish the services of the Geotechnical consultants if such services are necessary and are requested by the Architect.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by the law or the Construction Contract.

2.6 If the Owner becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the Owner to the Architect.

2.7 The Owner shall perform those duties set forth in Paragraphs 2.1 through 2.6 as expeditiously as may reasonably be necessary for the orderly progress of the Architect's services and of the Work.

2.8 The Owner's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and intent. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE III

CONSTRUCTION COSTS

3.1 If a fixed limitation on the cost of Construction is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Architect, without additional

charge to the Owner, shall consult with the Owner and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on construction cost. Absent clear and convincing negligence on the part of the Architect in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Architect's responsibility arising from the establishment of such fixed limitation of construction costs, and having done so, the Architect shall be entitled to compensation for all other services performed, in accordance with this Agreement.

ARTICLE IV

BASIS OF COMPENSATION

4.1 The Owner shall compensate the Architect for services rendered pursuant to Paragraphs 1.3 through 1.6 of this Agreement by payment of the fixed sum of: Thirty-four Thousand, Nine Hundred Fifty Dollars and no cents

_____ (\$ 34,950.00) _____

4.2 Payment to the Architect of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Design Development	25%	\$8,737.50
Construction Documents	50%	\$17,475.00
Bidding Phase	5%	\$1,747.50
Construction Administration	20%	\$6,990.00

4.3 Additional services of the Architect as described in Paragraph 1.7, if any, shall be compensated at Architect's standard hourly rate.

4.4 Architect's expenses are included in the fees stated in Paragraph 4.1.

4.5 If the Architect's services are changed materially through no fault of the Architect, compensation due to the Architect shall be equitably adjusted, either upward or downward.

ARTICLE V

PAYMENTS TO THE ARCHITECT

5.1 ARCHITECT'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Architect and the Owner, the Architect shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Architect's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Architect pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the architect, which signature shall constitute the Architect's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Architect covered by prior invoices have been paid in full, and that, to the best of the Architect's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Architect that payment of any portion thereof should be withheld. Submission of the Architect's invoice for final payment and reimbursement shall further constitute the Architect's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Architect to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Architect of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event that the Owner becomes credibly informed that any representations of the Architect, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Architect until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Reserved.

5.5 ARCHITECT'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Architect and his personnel and records of Reimbursable Expenses shall be maintained by the Architect and shall be available to the Owner for review and copying upon request.

ARTICLE VI

TERMINATION

6.1 TERMINATION FOR CAUSE

6.1.1 This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days written notice to the Architect. In the event of such a termination without cause, the Architect shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Architect shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 This Agreement shall be governed by the law of the State of Georgia.

7.2 MEANING OF TERMS

7.2.1 Terms herein shall have the same meaning as those utilized in NCLC Standard Fixed Price Agreement Between Owner and Contractor current as of the effective date of this Agreement.

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The drawings, specifications and other documents or things prepared by the Architect for the Project shall become and be the sole property of the Owner. The Architect shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Architect for use on other projects by the Owner or others. Any reuse by the Owner or by third parties without the written approval of the Architect, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Architect from any and all liability, costs, claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Architect shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Architect, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE.

7.7.1 Architect shall maintain all insurance required by law during the Project.

7.8 ASBESTOS

7.8.1 In the event the Architect acquires knowledge of any asbestos located in the Project, it shall immediately notify the Owner in writing. Absent a failure to comply with this notice requirement, the Architect shall have no liability or responsibility to the Owner for asbestos or the removal or treatment of same, unless otherwise agreed in writing.

7.9 ENTIRE AGREEMENT

7.9.1 This Agreement represents the entire agreement between the Owner and the Architect and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

OWNER

By: _____
The City of Douglasville

Attest:

By: _____
City Clerk

(SEAL)

ARCHITECT

By: _____
President

Witness:

By: _____

(SEAL)

Mill Village Park
Douglasville, Georgia
April 15, 2019

Attachment 'A'



Item	Unit	Quantity	Unit cost	Item Total
Preliminary Opinion of Probable Cost - Allowances				
General Conditions and Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
Demolition and Site Prep	LS	1	\$ 35,000.00	\$ 35,000.00
Asphalt walking path (6' wide)	LS	1	\$ 30,000.00	\$ 30,000.00
Playground Allowance w/ rubber surfacing; Swings	LS	1	\$ 100,000.00	\$ 100,000.00
Shade Picnic Pavilion	LS	1	\$ 40,000.00	\$ 40,000.00
Arbor Trellis Allowance	LS	1	\$ 7,500.00	\$ 7,500.00
Landscaping and Grassing Allowance	LS	1	\$ 20,000.00	\$ 20,000.00
Benches and Trash Receptacles	LS	1	\$ 7,500.00	\$ 7,500.00
Pedestrian Lighting Allowance	LS	1	\$ 55,000.00	\$ 55,000.00
Subtotal				\$ 310,000.00

Construction / Design Contingency (5%) \$ 15,500.00

Total Construction Cost \$ 325,500.00

Fees and Reimbursable Expenses

Architect/Engineer Design Fee	\$ 29,450.00
Boundary/Topography Survey	already completed
Geotechnical Engineer Report (Excludes Construction testing during Construction Activities)	\$3,500
Environmental Phase 1 & Storm Water Permitting	\$0
Printing, Copying, Reproduction, Travel etc.	\$2,000

Total Fees and Reimbursable Expenses \$ 34,950.00

PRELIMINARY TOTAL PROJECT COST \$ 360,450.00



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1538, **Version:** 1

Item 23-19-3 - Authorize the Mayor to sign an agreement with Goodwyn, Mills & Cawood, Inc. for architectural services for Willing Workers Park.

Parks & Recreation Committee - Chairman Chris Watts

STANDARD AGREEMENT BETWEEN OWNER AND ARCHITECT

This Agreement is made by and between City of Douglasville hereinafter referred to as the "Owner") and Goodwyn, Mills & Cawood, Inc.

(hereinafter referred to as the "Architect") under seal for services described below to be rendered for the following Project:

Construction Documents and Contract Administration for **Willing Workers Park.**

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Architect hereby agree as follows:

ARTICLE I

THE ARCHITECT'S BASIC DUTIES TO THE OWNER

1.1 By executing this Agreement, the Architect represents to the Owner that the Architect is professionally qualified to act as the Architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project. The Architect further represents to the Owner that the Architect will maintain all necessary licenses, permits or other authorizations necessary to act as architect for the Project until Architect's remaining duties hereunder have been satisfied. The Architect assumes full responsibility to the Owner for the improper acts and omissions of its consultants or others employed or retained by the Architect in connection with the Project.

1.2 Execution of this Agreement by the Architect constitutes a representation that the Architect has become familiar with the Project site and the local conditions under which the Project is to be implemented.

1.3 DESIGN DEVELOPMENT

1.3.1 Architect shall perform or acquire a Geotechnical Engineer Report for the property and provide a copy to the Owner.

1.3.2 Based on the schematic design documents already completed by the Architect, and any adjustments authorized by the Owner in its program, desired schedule or Project budget, the Architect

shall prepare and submit to the Owner for review, design, development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.3.3 The Architect shall review its estimate of probable construction costs, attached hereto as **Attachment A**, and shall make any appropriate revisions thereto and furnish same to the Owner.

1.4 CONSTRUCTION DOCUMENTS

1.4.1 Upon the Owner's authorization, the Architect shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be reasonably accurate, coordinated and adequate for construction and shall be in conformity and comply with applicable law, codes and regulations. The Architect shall use due care to determine that products specified for use shall be readily available unless written authorization to the contrary is given by the Owner.

1.4.2 The Architect shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the Owner.

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1.5.1 The Architect shall prepare a proposed bidding package for construction of the Project, to include a detailed proposed scope of work, a legal advertisement, and proposed dates and methods for advertisement, and submit the package to the Owner for approval. After approval, the architect shall advertise the bidding opportunity in compliance with local and State law.

1.6 ADMINISTRATION OF CONSTRUCTION

1.6.1 The Architect shall provide administration of the Construction Contract and shall perform those duties and discharge those responsibilities set forth herein and in the Contract for Construction and Incorporated General Conditions ("the Construction Contract") to be executed by and between the Owner and a contractor.

1.6.2 The Architect shall represent the Owner during construction. Instructions and other appropriate communications from the Owner to the Contractor shall be communicated through the Architect. The Architect shall act on behalf of the Owner only to the extent provided herein and in the Construction Contract.

1.6.3 Upon receipt, the Architect shall carefully review and examine any Contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Architect may require from the Contractor. The purpose of such review and examination will be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Owner directs the Architect to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary as revised, the Architect shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Architect shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

1.6.4 The Architect shall carefully inspect the Work of the Contractor whenever and wherever appropriate and no less frequently than once each week. If, however, in the opinion of the Architect, inspections more frequently than once each week are required to protect the Owner's interest, the Architect shall so notify the Owner in writing, and the Owner may elect to require the Architect to make more frequent Project inspections for which the Architect shall be compensated pursuant to the provisions of Paragraph 4.3 hereunder. It is expressly agreed that the inspections required by this Paragraph 1.6.4 are in addition to any and all other inspections which may be required elsewhere in this Agreement. The purpose of the inspections required by this Paragraph is to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such inspections, the Architect shall exercise care to protect the Owner from defects or deficiencies in the Work, from unexcused delays in the schedule and from overpayment to the Contractor. Following each such inspection the Architect shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the Owner.

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1.6.8 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work

with reasonable promptness on request of the Contractor.

1.6.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Construction Contract.

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1.6.12 The Architect shall review, and advise the Owner concerning, proposals and requests for Change Orders from the Contractor. The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.6.13 The Architect shall conduct an inspection to determine the date of Substantial Completion and the date at Final Completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Construction Contract and assembled by the Contractor, and shall, when appropriate, issue a final Certificate for Payment.

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The following services of the Architect are not included in Paragraphs 1.3 through 1.7. Nevertheless, the Architect shall provide such services if authorized in writing by the Owner and they shall be paid for by the Owner as provided hereinafter.

1.7.1 Providing services to examine or investigate existing conditions or to make measured drawings, or to verify the accuracy of drawings or other information provided by the Owner.

1.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Owner previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Architect, either in whole or in part.

ARTICLE II

THE OWNER'S BASIC DUTIES TO THE ARCHITECT OTHER THAN COMPENSATION

2.1 The Owner shall provide the Architect with adequate information regarding the Owner's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements.

2.2 The Owner shall review any documents submitted by the Architect requiring the Owner's decision, and shall render any required decision pertaining thereto.

2.3 The Owner has had Architect complete a survey and Environmental Phase I for the project site.

2.4 The Owner shall furnish the services of the Geotechnical consultants if such services are necessary and are requested by the Architect.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by the law or the Construction Contract.

2.6 If the Owner becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the Owner to the Architect.

2.7 The Owner shall perform those duties set forth in Paragraphs 2.1 through 2.6 as expeditiously as may reasonably be necessary for the orderly progress of the Architect's services and of the Work.

2.8 The Owner's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and intent. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE III

CONSTRUCTION COSTS

3.1 If a fixed limitation on the cost of Construction is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Architect, without additional

charge to the Owner, shall consult with the Owner and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on construction cost. Absent clear and convincing negligence on the part of the Architect in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Architect's responsibility arising from the establishment of such fixed limitation of construction costs, and having done so, the Architect shall be entitled to compensation for all other services performed, in accordance with this Agreement.

ARTICLE IV

BASIS OF COMPENSATION

4.1 The Owner shall compensate the Architect for services rendered pursuant to Paragraphs 1.3 through 1.6 of this Agreement by payment of the fixed sum of: One Hundred Thirty-Six Thousand, Eight Hundred Fifty Dollars and no cents

_____ (\$ 136,850.00)_____

4.2 Payment to the Architect of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Design Development	25%	\$34,212.50
Construction Documents	50%	\$68,425.00
Bidding Phase	5%	\$6,842.50
Construction Administration	20%	\$27,370.00

4.3 Additional services of the Architect as described in Paragraph 1.7, if any, shall be compensated at Architect's standard hourly rate.

4.4 Architect's expenses are included in the fees stated in Paragraph 4.1.

4.5 If the Architect's services are changed materially through no fault of the Architect, compensation due to the Architect shall be equitably adjusted, either upward or downward.

ARTICLE V

PAYMENTS TO THE ARCHITECT

5.1 ARCHITECT'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Architect and the Owner, the Architect shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 or 4.5 are included in the invoice and the person(s) rendering such service. The Architect's invoice shall be accompanied by such documentation or data in support of Reimbursable Expenses for which reimbursement is sought as the Owner may require.

5.1.2 If payment is requested for services rendered by the Architect pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the architect, which signature shall constitute the Architect's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Architect covered by prior invoices have been paid in full, and that, to the best of the Architect's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Architect that payment of any portion thereof should be withheld. Submission of the Architect's invoice for final payment and reimbursement shall further constitute the Architect's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Architect to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Owner shall make payment to the Architect of all sums properly invoiced as provided in ⁹¹Paragraph 5.1, within thirty (30) days of the Owner's receipt thereof.

5.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event that the Owner becomes credibly informed that any representations of the Architect, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Architect until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Reserved.

5.5 ARCHITECT'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Architect and his personnel and records of Reimbursable Expenses shall be maintained by the Architect and shall be available to the Owner for review and copying upon request.

ARTICLE VI

TERMINATION

6.1 TERMINATION FOR CAUSE

6.1.1 This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

6.2 TERMINATION BY THE OWNER WITHOUT CAUSE

6.2.1 This Agreement may be terminated by the Owner without cause upon seven (7) days written notice to the Architect. In the event of such a termination without cause, the Architect shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the Architect shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 This Agreement shall be governed by the law of the State of Georgia.

7.2 MEANING OF TERMS

7.2.1 Terms herein shall have the same meaning as those utilized in NCLC Standard Fixed Price Agreement between Owner and Contractor current as of the effective date of this Agreement.

7.3 TIME IS OF THE ESSENCE

7.3.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The drawings, specifications and other documents or things prepared by the Architect for the Project shall become and be the sole property of the Owner. The Architect shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Architect for use on other projects by the Owner or others. Any reuse by the Owner or by third parties without the written approval of the Architect, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Architect from any and all liability, costs, claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Contractor.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Architect shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Architect, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

7.6 NO THIRD-PARTY BENEFICIARIES

7.6.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE.

7.7.1 Architect shall maintain all insurance required by law during the Project.

7.8 ASBESTOS

7.8.1 In the event the Architect acquires knowledge of any asbestos located in the Project, it shall immediately notify the Owner in writing. Absent a failure to comply with this notice requirement, the Architect shall have no liability or responsibility to the Owner for asbestos or the removal or treatment of same, unless otherwise agreed in writing.

7.9 ENTIRE AGREEMENT

7.9.1 This Agreement represents the entire agreement between the Owner and the Architect and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

OWNER

By: _____
The City of Douglasville

Attest:

By: _____
City Clerk

(SEAL)

ARCHITECT

By: _____
President

Witness:

By: _____

(SEAL)



Willing Workers Park
Douglasville, Georgia
April 15, 2019

Attachment 'A'

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Unit cost</i>	<i>Item Total</i>
Preliminary Opinion of Probable Cost - Allowances				
General Conditions and Mobilization	LS	1	\$ 75,000.00	\$ 75,000.00
Demolition and Site Prep	LS	1	\$ 55,000.00	\$ 55,000.00
Trail 'A' Walking Trail - Asphalt (8' wide)	LS	1	\$ 66,000.00	\$ 66,000.00
Trail 'B' Walking Trail - Asphalt (8' wide)	LS	1	\$ 65,000.00	\$ 65,000.00
Grading of Site and Parking Lot	LS	1	\$ 350,000.00	\$ 350,000.00
Site Utilities - Water and Sewer	LS	1	\$ 25,000.00	\$ 25,000.00
Restroom Pavilion Building	LS	1	\$ 350,000.00	\$ 350,000.00
Playground Allowance w/ rubber surfacing	LS	1	\$ 150,000.00	\$ 150,000.00
Shade Picnic Structures Allowance	LS	1	\$ 80,000.00	\$ 80,000.00
Pedestrian Foot Bridges	LS	1	\$ 20,000.00	\$ 20,000.00
Landscaping and Grassing Allowance	LS	1	\$ 100,000.00	\$ 100,000.00
Benches and Trash Receptacles	LS	1	\$ 12,500.00	\$ 12,500.00
Site Electrical & Pedestrian Lighting Allowance	LS	1	\$ 150,000.00	\$ 150,000.00
Subtotal				\$ 1,498,500.00

Construction / Design Contingency (5%) \$ 74,925.00

Total Construction Cost \$ 1,573,425.00



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1556, **Version:** 1

Item 23-19-4 - Authorize the Mayor to sign an Annual Pond Management Contract with Solitude Lake Management, LLC for lake testing and management services for Hunter Park.

Parks & Recreation Committee - Chairman Chris Watts

ANNUAL POND MANAGEMENT CONTRACT

PROPERTY NAME: Hunter Memorial Park- 8830 Gurley Rd, Douglasville, GA 30134

CONTRACT TERM: June 1, 2019 through May 31, 2020

SUBMITTED TO: Chris Bass

SUBMITTED BY: Brendon Donnelly

SPECIFICATIONS:

Monitoring:

1. A SOLitude Biologist will visit the site and inspect the pond(s) on a **one (1) time per month** basis during the months of **January through December**.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Visual Inspections:

1. Contractor will perform a visual inspection of the pond(s) during each visit to the site. The inspections shall include the following:
 - Water levels
 - Water clarity or quality
 - Turbidity
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
 - Erosion
 - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
 - Forebays and inflowing or outflowing swales, ditches, and stream channels
 - Vegetated buffers
 - Sedimentation
 - Nuisance animal activity
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the client in writing as part of that month's service report.

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3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Pond Aquatic Weed Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis during the months of **January through December**.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Aquatic Weed Control:

1. Shoreline areas will be inspected on a **one (1) time per month** basis during the months of **January through December**.
2. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Buffer Management:

1. Buffer vegetation will be selectively treated as required to limit any growth of unwanted vegetation and to maintain the beneficial aquatic and upland vegetation found within the buffer areas along the edge of the pond. This service is provided in order to maintain the pond buffers in a natural, yet desirable appearance. Buffer vegetation height and density will be encouraged to help

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prevent nuisance goose and other wildlife from utilizing the pond, as well as providing the necessary erosion control and reduction of nutrients necessary for the overall health and sustainability of the pond.

Pond Algae Control:

1. Pond(s) will be inspected on a **one (1) time per month** basis during the months of **January through December**.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the client's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Fountain Maintenance Service:

1. Contractor will service each of the fountains **twelve (12) times per year** on a once per month basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
 - Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the contractor will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.

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Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.

Clean all lighting lens covers.

Check each light and replace lamps that have burnt out.

Replace any seals on light housing which are leaking.

3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.
5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the client.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the client for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.

Service Reporting:

1. Client will be provided with a monthly service report detailing all of the work performed as part of this contract.

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract

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will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.

6. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
7. Contractor will maintain general liability and workman's compensation insurance.
8. Client understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat their ponds. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if they utilize any of the water in their ponds for irrigation purposes. The client accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the client for irrigation without the consent or knowledge of the contractor.
9. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often ponds will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the pond goes uncontrolled, as it will over time interfere with the health and wellbeing of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.
10. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
11. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each

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month. As a courtesy, the client will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The client is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of the contractor to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the client, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

12. Contract will automatically renew annually at the end of the contract period for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price and Additional Enhancements each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
13. The client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the client.
14. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SÖLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

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CONTRACT PRICE: **\$3,792.00** **Annual**
 \$ 316.00 **Monthly for twelve (12) months**

APPROVED: _____

SŌLitude Lake Management®

(Authorized Client Signature)

Rochelle Robinson, Mayor, City of Douglasville

(Print Name and Title)

May _____, 2019

(Date)

Attest: _____

City Clerk



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City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1547, **Version:** 1

Item 26-19-8 - Authorize the Mayor to sign an agreement with Bartow Paving Company, Inc. for the 2019 SPLOST Resurfacing Project.

Maintenance & Sanitation Committee - Chairman Chris Watts

INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: FINANCE DEPARTMENT AND PUBLIC WORKS DEPARTMENT

SUBJECT: 2019 SPLOST RESURFACING (2019-006) BID RESULTS/RECOMMENDATION

DATE: 05/01/2019

CC: MARCIA HAMPTON, CITY MANGER
STEVE TIEDEMAN, AE COM CONSULTANT

- The request for bid was posted to the City of Douglasville and State of Georgia's procurement website on March 29th, 2019.
- The bids were due by April 26th, 2019.
- It is recommended that Bartow Paving Company, Inc. should be awarded the bid because they were the low bidder and the City's Engineer found that all bid requirements were met. Bartow Paving Company took no exceptions to any of the bid specifications.
- Received three bids—see table below for details:

Bidder Name	Bid Amount
Bartow Paving Company, Inc.	\$1,620,639.46
CW Matthews Contracting Company, Inc.	\$1,644,975.55
Baldwin Paving Company, Inc.	\$1,699,063.60

It is recommended that Bartow Paving Company, Inc should be awarded the bid because they were the low bidder and the City's Engineer found that all bid requirements were met.

The Budget was \$1,260,000 based on the P.E. estimate. This will be adjusted on the next SPLOST budget amendment



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1548, **Version:** 1

Item 26-19-9 - Authorize the Mayor to sign an agreement with C.W. Matthews Contracting Co., Inc. for the Douglas Boulevard Resurfacing Project.

Maintenance & Sanitation Committee - Chairman Chris Watts

INTEROFFICE MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: FINANCE DEPARTMENT AND PUBLIC WORKS DEPARTMENT

SUBJECT: DOUGLAS BOULEVARD RESURFACING (2019-007) BID
RESULTS/RECOMMENDATION

DATE: 05/16 /2019

CC: MARCIA HAMPTON, CITY MANGER
STEVE TIEDEMAN, AE COM CONSULTANT

- The request for bid was posted to the City of Douglasville and State of Georgia's procurement website on March 21st, 2019.
- The bids were due by April 19th, 2019.
- Received two bids—see table below for details:

Bidder Name	Bid Amount
ER Snell Contractors, Inc.	\$1,309,899.98
CW Matthews Contracting Company, Inc.	\$1,285,725.14

It is recommended that CW Matthews, Inc should be awarded the bid because they were the low bidder and the City's engineer found that all bid requirements were met.

The current budget is \$3.6 million dollars. Since the initial budget , the scope of this project has been reduced to resurfacing. The budget will be adjusted on the next SPLOST budget amendment in June of 2019.



Legislation Text

File #: TMP-1527, **Version:** 1

Item 27-19-11 - Authorize the Mayor to sign a Local Administered Projects Certification agreement and authorize the Mayor to sign an agreement with the Georgia Department of Transportation to adopt their Procurement Policy for The Procurement, Management and Administration of Engineering and Design Related Consultant Services.

Transportation Committee - Chairwoman LaShun B. Danley



Georgia Department of Transportation



Local Administered Projects Certification

109

Rev. 8/16

Georgia Department of Transportation Local Administered Projects Certification

The Georgia Department of Transportation (GDOT) has developed a Local Administered Projects (LAP) Certification process to ensure the resource capacity and ability of the Local Public Agency (LPA) to successfully manage, administer and execute the policies and procedures for Federal and State compliance in order to receive federal funding participation.

The LAP Certification application will be used to determine if Local Public Agencies will qualify to administer federal-aid projects. The GDOT serves as the prime recipient of federal transportation funds. In accordance with 23 Code of Federal Regulation Part 635.105, GDOT is the supervising agency; as such, it is responsible for authorizing performance of the work by the Local Agency on all Federal-aid projects. Please complete the questions provided in this application to ensure a complete review of submitted materials.

If you have any questions about the application please contact the Office of Program Control at 404-631-1830. For additional information please visit the Local Programs website at <http://www.dot.ga.gov/PS/Local/LAP>



Table of Contents

Table of Contents	ii
Acronyms	iii
Types of Certification Applications	6
Required Training for Certification.....	6
Documents to be Submitted	6
LAP Certification Information.....	7
Local Administered Projects Responsible Charge Worksheet.....	8
Section A - Title VI - Civil Rights Performance & Assessment Questionnaire .	9
Section B - Environmental Questionnaire	10
Section C - Right of Way Questionnaire	12
Section D - Utility Division Questionnaire	13
Section E - Construction Division Questionnaire	14
Section F - Procurement of Engineering and Design Related Services Questionnaire	17
Section G - Certification Acceptance Qualification Agreement	18
Section H - Certification Appeal Process	19

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Acronyms

AADT – Average Annual Daily Traffic

AAWT – Average Annual Weekly Traffic

AASHTO – American Association of State Highway and Transportation Officials
(<http://www.transportation.org>)

ADA – Americans with Disabilities Act

ADT – Average Daily Traffic

AHI – Adjusted Hazard Index

ATR – Automated Traffic Recorder

AWT – Average Weekly Traffic

C-D – Collector-Distributor

CDR – Collector Distributor Road

CFR – Code of Federal Regulations

CORSIM – Corridor Simulation Software

CWP – (GDOT) Construction Work Program

DBA – Decibels, A-Scale

DHV – Design Hour Volume

DTM – Digital Terrain Model

FAA – Federal Aviation Administration (<http://www.faa.gov>)

FDR – Freeway Distributor Road

FFPR – (GDOT) Final Field Plan Review

FHWA – Federal Highway Administration (<http://www.fhwa.dot.gov>)

FRA – Federal Railroad Administration (<http://www.fra.dot.gov/>)

GDOT – Georgia Department of Transportation (<http://www.dot.ga.gov>)

GLA – Gross Leasable Area

GRIP – Governor’s Road Improvement Program
(<http://www.dot.ga.gov/Projects/programs/Pages/GRIP.aspx>)

GRTA – Georgia Regional Transportation Authority (<http://www.grta.org/>)

HCM – Highway Capacity Manual (see **References** for additional information) **HCS** – Highway Capacity Software (<http://mctrans.ce.ufl.edu/hcs/>)

HOV – High Occupancy Vehicle

IA – Independent Assurance

ISTEA- Intermodal Surface Transportation Equity Act

(http://www.bts.gov/laws_and_regulations/)

ITE – Institute of Transportation Engineers (<http://www.ite.org/>)

L/A – Limited Access

LARP – Local Assistance Road Program

MPO – Metropolitan Planning Organization

MUTCD – Manual on Uniform Traffic Control Devices (FHWA) see **References** for additional information

NHS – National Highway System

OCGA – Official Code of Georgia (<http://www.lexis-nexis.com/hottopics/gacode/default.asp>)

OES – (GDOT) Office of Environmental Services

OMR – GDOT’s Office of Materials and Research.

PDP – (GDOT) Plan Development Process

PE – Preliminary Engineering

PFPR – Preliminary Field Plan Review

PHV – Peak Hour Volume

PM – Preventive Maintenance

PNRC – Project Nomination Review Committee

QPL – (GDOT) Qualified Products List

RCInfo – Roadway Characteristics Information

RDG – (AASHTO) Roadside Design Guide

(https://bookstore.transportation.org/item_details.aspx?ID+148)

ROW – Right-of-Way

RTT – Roadway Testing Technician as certified by GDOT

RTV – Right Turn Volume

SPUI – Single Point Urban Interchange

SRTA – State Road and Tollway Authority

STARS – (Georgia) State Traffic and Report Statistics

(<http://www.dot.ga.gov/informationcenter/statistics/Pages/default.aspx>)

STI – GDOT Sampling, Testing and Inspection Manual which is located on the GDOT website under “The Source”.

STIP – State Transportation Improvement Plan.

SWTP – Statewide Transportation Plan

(<http://www.dot.ga.gov/Projects/programs/Pages/SSTP.aspx>)

TIP – Transportation Improvement Program

TMOS- Testing Management Operations Supervisor

POLICY AND PROCEDURE – Transportation Online Policy and Procedure System

(<http://www.dot.ga.gov/Policy and Procedure/index.shtml>)

UAM – (GDOT) Utility Accommodation Policy and Standards Manual.

<http://www.dot.ga.gov/doingbusiness/utilities/Pages/manual.aspx>

VT – Verification Testing

Types of Certification Applications

1. Full Certification Acceptance (CA) Status

This status delegates some or all authority to a qualified local agency for approving project development and construction administration.

2. Non-CA Status

- a) Option 1 The Non-CA Local Government could enter into an agreement with a CA Local Government to administer all aspects of the project. There must be a jurisdictional relationship (for example a CA County could have an agreement with a Non-CA City that is within its jurisdictional boundaries). This agreement requires approval by GDOT.
- b) Option 2 GDOT acts as the CA for the Local Government through an approved plan for the administration of projects, which are executed between GDOT and the Local Government.

Required Training for Certification

These courses will be required every 3 years for certification and re-certification:

- Local Administered Projects Training
- Right-of-Way Acquisition Training
- Title VI Training
- Project Development Process Training

Documents to be Submitted

- Organizational Chart (update chart that identifies by name and title/position of no consultant staff that will participate in LAP certification)
- Copy of the LAP Manual Training Certificate
- Copy of the Right-of-Way Acquisition Training Certificate
- Copy of the Title VI Training Certificate
- Copy of the PDP Manual Training Certificate
- Copy (PDF) of State of Georgia PE License from Professional Licensing, Georgia Secretary of State website with expiration date

LAP Certification Information

Date: April 26, 2019

Agency Name: City of Douglasville _____

Type of Certification Status: CA ☒ Non-CA Options 1: _____ Option 2 _____

GDOT District: 7th Congressional District: 13th

Interview Conducted By (GDOT) Name: _____

Title: _____

Agency Representative (Local) Name: Michelle Wright _____

Title: Planning Manager _____

How Long in Current Position? 24 Years _____

Phone Number: 678-449-3052 _____ Fax Number: _____

Email Address: wrightm@douglasvillega.gov _____

Street Address: 6695 Church Street _____

City: Douglasville _____

State: GA _____ County: Douglas _____ Zip Code: 30134 _____

Local Administered Projects Responsible Charge Worksheet

List the Name and Position Responsible for the Following Functions. Only list Non-Consultant staff positions within your organization. (Attach the most current organizational chart. The Local Agency must notify the Department within 30-days of any name or position changes.)

Statewide Transportation Improvement Program: Michelle Wright, Planning Manager

Selection of Annual Program: Mayor and City Council

Location/Design Approval: Michelle Wright, Planning Manager

Environmental Documents: Michelle Wright, Planning Manager

PS&E Approval: Michelle Wright, Planning Manager

Tied Bids: Mayor and City Council

Approval of Materials Sources: Michelle Wright, Planning Manager

Construction Administration: Michelle Wright, Planning Manager

Construction Inspection: Michelle Wright, Planning Manager

Acceptance Sampling/Testing: Michelle Wright, Planning Manager

Change Orders: Project Files: Michelle Wright, Planning Manager

OEO Interviews/Monitoring: Michelle Wright, Planning Manager

Training Goal Attainment: Michelle Wright, Planning Manager

DBE Compliance/Monitoring: Michelle Wright, Planning Manager

Utility Certification: Michelle Wright, Planning Manager

Row Certification: Suzan Littlefield, Chief Assistant City Attorney
Consultants

For what areas does the agency expect to use consultants?

☒ Environmental

☒ Design

☒ PS&E Preparation

☒ Right-of-Way Appraisal

☒ Right-of-Way Negotiation

☒ Utilities

☐ Right-of-Way Relocation

☐ Construction Administration

☐ Construction Inspection

☐ Surveying

☐ Sampling and Testing

If there is an organizational change this document must be updated within 30days.

Section A - Title VI - Civil Rights Performance & Assessment Questionnaire

1. Do you have a Title VI Policy, Title VI Notice to the Public, Title VI Assurances and Title VI Plan or non-discrimination agreement in place? Provide proof of your Title VI policy (via web or printed materials)

The City of Douglasville has a Title VI Policy in place. See the attached policy.

2. Please provide a copy of your Title VI complaint procedure for discrimination complaints? What extent is the community aware of it?

Please see attachment A.

3. Have you received any Title VI related complaints during the past two years? If so, how many? (Please attach the complaint form) What were the outcomes? Where there any Title VI complaints lodged by beneficiaries or participants? If so, explain the issues involved.

We have received none.

4. What is the name and title of the person who attended the GDOT Title VI training? Please provide the date and a copy of the training certificate?

Michelle Wright, Planning Manager. Training certificate attached.

5. Are minority members of the community invited to participate in public hearings? If yes, how do you identify potential EJ groups? How do you ensure they attend? If not, what measures have been taken to ensure public participation in public hearings?

We give meeting notices in the community that is identified with EJ groups. We have our meeting notices in English and Spanish. We have an interpreter at meetings. We involve community groups.

6. Are DBE goals being monitored, included and met for contracts on a programmatic level? If yes, please provide a brief explanation. If not, what provisions have been taken to monitor and meet them?

Yes. DBE goals are set and met for contracts. When the contractor submits their bid on projects, we ask for documentation.

7. Are minority contractors and subcontractors being informed about contracting opportunities with your organization? If yes, provide proof of contracting opportunities to minority contractors. If not, what provisions have been taken to inform minority contractors of contracting opportunities?

We send our advertisements to the Georgia Procurement site, the local paper, and many plan rooms.

8. Are Appendix A of the Title VI assurances and the FHWA 1273 being included in all contracts, subcontracts, and material supply agreements? Provide a sample contract of the inclusion of Appendix A of the Title VI Assurances & FHWA 1273.

Yes, Appendix A of Title Assurance are in all contracts.

9. If you have not done any of the above, please explain how you will address Title VI Federal requirements on Local Administered projects?

N/A

Section B - Environmental Questionnaire

1. How many types of Environmental Documents listed below are active under development?
☒ Programmatic Categorical Exclusions (PCE – approved by GDOT)
☐ Categorical Exclusions (CE – approved by FHWA)
☐ Environmental Assessments/Findings of No Significant Impact (EA/FONSI – approved by FHWA)
☐ Environmental Impact Statement (EIS – approved by FHWA)
2. Have you had any Environmental Documents of the types listed below in the past three years?
☒ Programmatic Categorical Exclusions (PCE – approved by GDOT)
☐ Categorical Exclusions (CE – approved by FHWA)
☐ Environmental Assessments/Findings of No Significant Impact (EA/FONSI – approved by FHWA)
☐ Environmental Impact Statement (EIS – approved by FHWA)
3. For each document type noted above, what was the average number of review cycles required with GDOT staff to receive NEPA approval or submittal to FHWA? (A cycle is considered each time comments are received without GDOT approval or forwarding to FHWA.)
☒ PCE ☐ CEs ☐ EA/FONSI ☐ EIS
4. For the approved documents noted in #2 above, how many approvals were received:
☒ On schedule or ahead of schedule as per the approved schedule required by the Project Framework Agreement
☐ After the baseline schedule deadline and less than 3 months late
☐ After the baseline schedule deadline and between 3 and 6 months late
☐ After the baseline schedule deadline and between 6 and 12 months late
☐ After the baseline schedule deadline and more than 12 months late

Please describe the specific reasons for the approval delays noted above. Use additional sheets as necessary.

N/A

5. List any and all public involvement methods utilized during the environmental process. Use additional sheets as necessary.

Public open house and/or public comments on studies.

6. How many applications were submitted by the LPA for approval by the Army Corps of Engineers (USACE) and/or Georgia Department of Natural Resources, Environmental Protection Division (EPD)?

 0 Section 404 Permits from USACE Individual Regional Nationwide

 0 Stream Buffer Variances from Georgia Environmental Protection Division (EPD)

7. For each permit type noted above, what was the average number of review cycles required with GDOT staff for submittal to the Army Corps or EPD? (A cycle is considered each time comments are received from GDOT without forwarding to the Corps or EPD.) N/A Section 404 Permit from USACE Individual Regional Nationwide

 Stream Buffer Variances from Georgia Environmental Protection Division (EPD)

8. For the approved permits noted in #7 above, how many approvals were received:

N/A 11 or more weeks prior to the GDOT baseline let date

 5-11 weeks prior to the GDOT baseline let date

 After 5 weeks prior to the GDOT baseline let date

Please describe the specific reasons for the approval delays noted above. Use additional sheets as necessary. N/A

Please describe any improvements that your agency or GDOT can implement to improve the delivery of environmental approvals or permits. Use additional sheets as necessary.

None.

9. If you have not done any of the above, please explain how you plan to complete Environmental documents for Local Administered Projects?

N/A

Section C - Right of Way Questionnaire

1. Any consultant **CONTRACTED** for negotiation services for the acquisition of right of way for the County/City must either:

☒ X Hold an active Real Estate license in the State of Georgia or
☒ X Hold an active Real Estate broker's license in the State of Georgia
or ☐ X Be identified as an exception under OCGA 43-40-29

2. Any contracted **CONSULTANT** for negotiation services or staff negotiator performing negotiation services must have attended the GDOT/FHWA training class every 3 years and hold an active certificate. Provide a copy of the certificate.

3. Please describe your quality assurance and quality control methods to manage the ROW in the following areas:

- a. ROW Project Activity Milestone Delivery: (i.e. schedule development and management recovery)

We use consultants certified with GDOT and our city attorney.

- b. ROW Project Budget (i.e. development, monitoring and overruns)

We use consultants certified with GDOT and our city attorney.

- c. ROW Project Risks associated with adhering to scope, schedule and budget (i.e. mitigation plan)

We use consultants certified with GDOT and our city attorney.

- d. ROW Consultant Services (i.e. development and monitoring) when applicable

We use consultants certified with GDOT and our city attorney.

4. Identify the responsible party and title of staff certifying ROW.

Suzan Littlefield, Assistant City Attorney

5. Has your LPA received any non-compliance letters or corrective actions? If yes, who provided the service, explain non-compliance?

None.

Who will perform the Right of Way Acquisition services? (Please check all that apply)

☐ Staff
☐ Consultants
☒ X Both

If you have not performed any of the above activities, how do you plan to perform Right-of Way functions for Local Administered Projects?

N/A

Section D - Utility Division Questionnaire

Local Utility Compliance

1. Name and Title of individual or individuals that will be or have been responsible for Utility Coordination work.

Michelle Wright, Planning Manager

2. In brief and concise sentences, please describe your knowledge of the GDOT's Utility Accommodation Policies and Standards Manual in relation to Utility Coordination work on project (use additional sheets).

The purpose of this Manual is to establish and prescribe uniform policies and standards for accommodation of utilities within the right-of-way, to provide a basis for the planning of utility installations, and to establish procedures and controls for the issuance of permits. A permit system for the accommodation of utilities makes known the intent of the Utility to carry out work within the right-of-way and stipulates the nature and extent of such right-of-way work.

3. In brief and concise sentences, please describe your work experiences that demonstrate your ability to coordinate with utilities during the preconstruction phase on transportation projects (use additional sheets).

Plans are sent two times to the utility companies. Then we obtain a letter of no conflict. Or, if conflict exists we resolve the conflict. It is the resolved as to who will pay for the utility work. All paperwork is sent to GDOT for certification.

4. In brief and concise sentences, please describe your ability to provide professional engineering services necessary to ensure utility impacts do not delay the project schedule on both the preconstruction phase or construction phase (use additional sheets)

We have a contract with a professional engineering firm.

5. If you have not done any of the above, please explain how you will perform Utility activities on Local Administered Projects?

The city uses consultants.

Section E - Construction Division Questionnaire

Advertisement, Award, and Execution of Contract Position

Responsible for:

Approval to Advertise: Community Development Director

Name of Legal Publication: Douglas County Sentinel

Prequalification of Bidders: GDOT

Award of Contract: Mayor and City Council

Execution of Contract: Mayor and City Council

Construction Supervision and Administration

Name and Title of individual or individuals that will be responsible for Construction Supervision and Administration: Michelle Wright, Planning Manager

Describe the Local Governments experience with construction supervision and inspection related to transportation construction projects:

The City of Douglasville has had many transportation construction projects in the last several years. The city has uses consultants for construction supervision and inspection.

Will daily Construction Supervision and Inspection be handled by the Local Government or by a Consultant Firm? By both.

If Local Government is using a Consultant Firm, is the Firm under a current contract with the Local Government? Yes.

If so, what is the name of the Firm? AECOM

Is the Firm pre-qualified under the Department's 8.01 Consultant Work Classification? Yes.

If a Consultant Firm is used, how will the Local Government monitor the Consultant's work?
We meet with the consulting firm and speak with them every week. We get reports from the consultant. We review and inspect their work.

Name and Title of individual who will check contractor payrolls?

Michelle Wright, Planning Manager

How will the Local Government handle administration of more than one contract at a time?

We use consultants and staff.

How will Local Government handle inspection and administration of several active phases of a project concurrent (e.g. grading, drainage, paving, structures)?

We use consultants and staff.

Change Orders/Contract Modifications

What is the Local Government's current change order process, including approval levels and final signature required for execution?

The change order must be submitted to the city for review. The change order is then sent to GDOT for approval. Then the change order is sent to the Mayor and City Council for approval.

Describe the Local Government's requirements for documenting Contractor activities and making measurement and payment for project bid items.

A daily log or journal is used.

Describe the Local Governments process for subcontract approval(s).

The city uses the GDOT process for subcontractors.

Material Testing and Approval

Describe the Local Governments experience with use of materials approved by the Georgia Department of Transportation.

The city hires out material testing.

Describe the Local Governments experience with materials testing related to transportation construction projects.

The city hires out material testing.

Will materials testing, and certification be done by the Local Government or by a Consultant Firm? Consulting Firm.

If Local Government is using a Consultant Firm, is the Firm under a current contract with the Local Government? Yes.

If so, what is the name of the Firm? AECOM.

Is the Firm pre-qualified under the Department's 6.04a and 6.04b Consultant Work Classifications? Yes.

Is the Local Government planning and developing any projects that may contain and bridges or structures?

Yes, a bridge reconstruction project on Riverside Parkway.

If yes, does the Local Government or its Consultant have PCI certified inspection personnel, or will the Local Government request the assistance of GDOT for inspection and approval?
We use consultants.

Does the Consultant have ASNT (American Society of Nondestructive Testing) Level III certified welding inspectors for steel bridges?

No

Does the Consultant have ASNT certified VT or MT inspectors? (visual and magnetic particle)

Yes

Policies and Manuals

Is the Local Government in possession of the current edition of the following policies and manuals?
(Check answer that applies)

GDOT Construction Manual X yes ___ no

GDOT Sampling, Testing and Inspection Guide X yes ___ no

GDOT Standard Specification X yes ___ no

MUTCD X yes ___ no

Manual for Erosion and Sedimentation Control in Georgia X yes ___ no

Schedule/Workload

If any, list the Local Governments schedule of Federal Aid Projects and their projected Construction Begin Date.

Riverside Parkway Bridge FY 2021

Delivery Performance & Quality Assurance

- Who is responsible for ensuring that payments are in line with percent complete activities (as approved by LPA and GDOT)?
The city and consultants.
- Who is responsible for developing the initial Gantt Chart construction schedule identifying the key milestones along with the critical paths?
The consultant and the contractor.
- How is the construction schedule monitored to determine monthly performance?
Monthly and weekly reviews.

- What industry methods have been implemented to mitigate construction risks and delays?
Our projects are overseen by a qualified consulting firm.
- What assurances are in place to measure and document quality control performance?
The city and consultant has a daily inspector.

Section F - Procurement of Engineering and Design Related Services Questionnaire

Please answer the following questions specific to “Procurement, Management, and Administration of Engineering and Design Related Services” for Federal-Aid projects to enable the Department to determine compliance with 23 CFR 172.

1. How many procurements for architecture and engineering services for contracts to be funded with Federal Aid Highway Program funds are anticipated and what type of services will be procured?
Currently, none.
2. Provide the written policies and procedures which will be used to procure architecture and engineering services using Federal-Aid funds, which are in accordance with §172.5(b)(1). If none are available, describe the process followed from beginning to end.

See attachment.
3. How will the solicitations be announced, advertised, or published in a public forum or method that assured qualified in-state and out-of-state consultants were given a fair opportunity to be considered? How long will the projects be advertised?

We send our advertisements to the Georgia Procurement site, the local paper, plan rooms and post it on our web site. The projects are advertised for 3-4 weeks.

- a. What selection criteria will be utilized and what is the range of associated weights which will be applied for each selection criteria?
The selection criteria used is; nature and quality of current and of previously completed related work, qualifications of proponent’s personnel. Commitment to complete work in a timely basis, comments from client references, history of satisfactory performance of services, and intangible factors.
- b. Describe the information which will be included in the resulting evaluation, ranking and selection packages for each consultant selection. What is the minimum number of statements of qualifications which must be received in order to proceed? What are the anticipated DBE Goals for each contract?

The information to be included in the resulting evaluation would be the proponent's description, project team, similar experience, reference, and proposed timeline. The city will need to receive at least two statement of qualifications in order to proceed. GDOT sets the DBE goals for each project.

4. Compliance with 23 CFR 172.7(a)(1)(v) and 23 CFR172.11: After the selection process is completed, describe the negotiation process which will be utilized to determine a fair and reasonable cost for the services provided.

Negotiate with the lowest reliable qualified bidder approved by GDOT.

What contract types (project specific, multi-phase project specific, on call/Indefinite Delivery/Indefinite Quantity (IDIQ) are anticipated to be procured?
None.

5. If utilizing on call/IDIQ contracts, what will be the maximum contract term?
1-2 Years.

6. If you have not done any of the above, please explain how you plan to perform Construction Activities on Local Administered Projects?

N/A

Section G - Certification Acceptance Qualification Agreement

The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under GDOT's Qualification Certification Agreement.

1. Adherence to the *Local Administered Project Manual* and all policies and procedures promulgated by the Georgia Department of Transportation (GDOT) which accomplish the

policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.

2. All projects will be constructed in conformance with the GDOT current *Standard Specifications for Road, Bridge, and* such specifications that modify these Specifications as appropriate.
3. Construction administration and material sampling and testing will be accomplished in accordance with the GDOT *Construction Manual* and the *Local Administered Project Manual*.
4. All projects under Certification Acceptance shall be available for review by the FHWA and/or GDOT at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three-year period following acceptance of the project by GDOT.
5. Approval of the local agency certification by the GDOT may be rescinded at any time upon local agency request or if, in the opinion of the LAP Certification Committee, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification. The Local Government accepts liability to reimburse the GDOT and FHWA for all accrued payments received for applicable projects not complying with this agreement.

Recommendation(s) of action to be taken by Agency from GDOT Reviewer:

- ☐ Full administration by agency of all projects
☐ Administration by agency on a project-by-project basis
☐ Non – CA Status Option 1
☐ Non – CA Status Option 2
☐ Deny approval for Certification Acceptance

Section H - Certification Appeal Process

If certification has been denied, the Local Public Agency will then receive a letter explaining the reasons for denial. The LPA can then appeal any deficiencies found within 30 days. GDOT will then approve or deny the appeal based on additional information provided by the LPA.

This signature ensures that the agency agrees to comply with the previous requirements when developing all Federal Highway Administration projects under GDOT's Qualification Certification Agreement. **FAILURE TO COMPLY** may require repayment for all or a portion of Federal funds. This applies to all successors from here.

LOCAL GOVERNMENT, Georgia

Approved By: _____

Title: _____

Signed, sealed and delivered This

____ day of _____,

20__, in the presence of:

Witness

Notary Public

GEORGIA DEPARTMENT OF TRANSPORTATION

Approved By: _____

Program Control Administrator

Date

ATTACHMENT A

**TITLE VI
NON-DISCRIMINATION AGREEMENT**

**The Georgia Department of Transportation
and**

City of Douglasville

Name of Recipient

Policy Statement

The ***(Name of Recipient)*** City of Douglasville, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's ***(Name of person/division)*** Michelle Wright, Community Development, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Rochelle Robinson

Name of Responsible Agency Official (Please Print)

Mayor

Title

May 8, 2019

Date

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, **(Name of Recipient)** Michelle Wright has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for **(Name of Recipient)'s** City of Douglasville Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The City of Douglasville, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

a) Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year, state by which each activity will be accomplished and target date for completion.

b) Accomplishment Report

List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as GDOT and USDOT.
5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address (es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contact for GDOT's Title VI staff is as follows:

Georgia Department of Transportation
Office of Equal Opportunity, Title VI/ Program
600 West Peachtree Street, N.W. 7th Floor
Atlanta, GA 30308
(404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

Signature

Commissioner

Title

Date

NAME OF RECIPIENT:

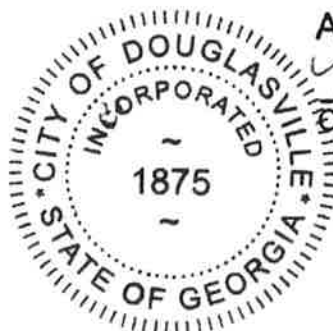
Rockelle Robinson
Signature

Mayer
Title

May 8, 2019
Date

ATTEST:

Vicki L. Acher
City Clerk



Appendix A

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Georgia, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

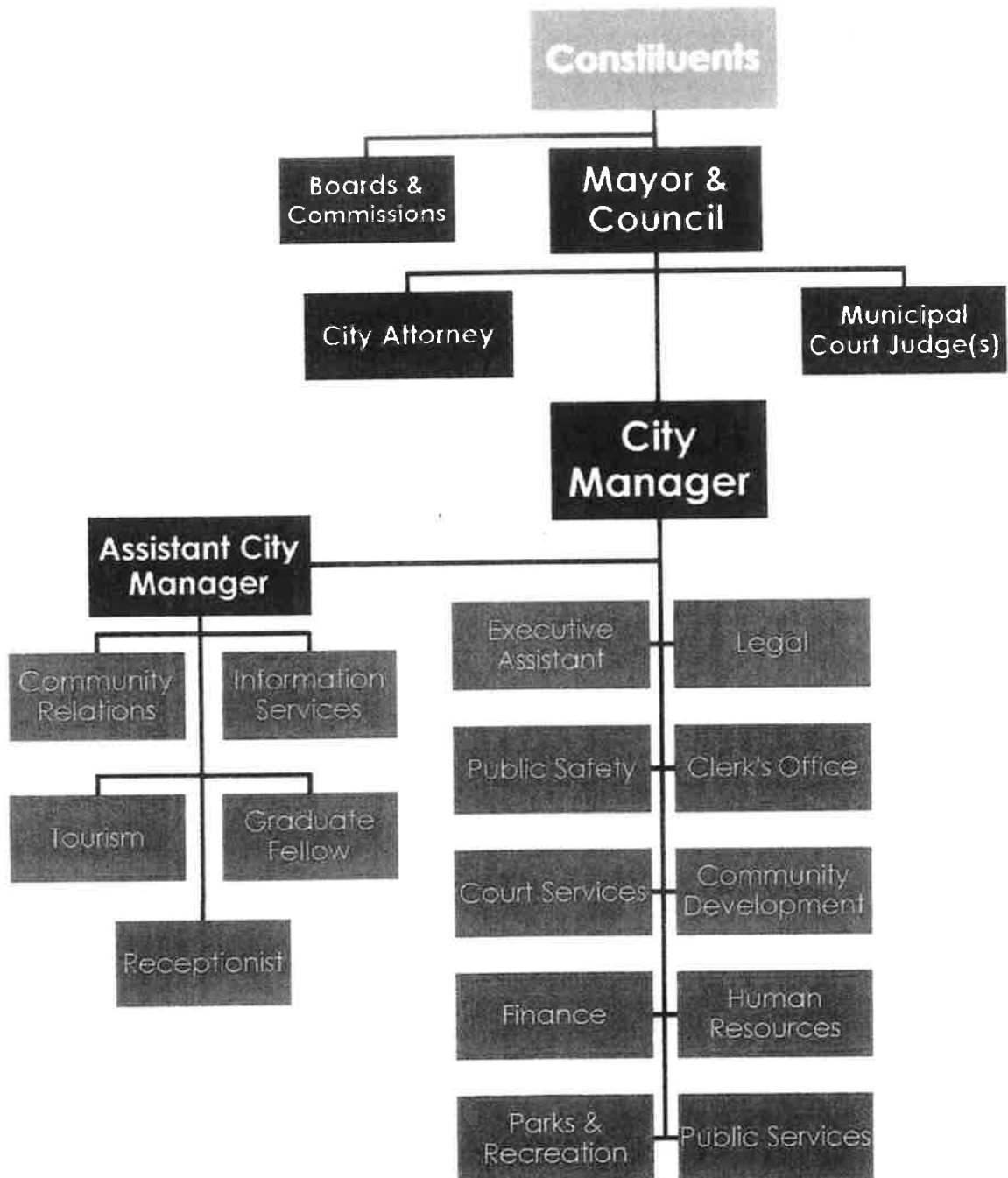
That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

ORGANIZATION CHART



Attachment 2

City of Douglasville Nondiscrimination Complaint Procedures for Federally Assisted Programs or Activities

These procedures apply to all complaints filed under Title VI of the Civil Rights Act of 1964 [including its Disadvantaged Business Enterprises (DBE) and Equal Employment Opportunity (EEO) components], Section 504 of the Rehabilitation Act of 1973, the Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by City of Douglasville or its sub-recipients, consultants, and/or contractors. Intimidation or retaliation of any kind is prohibited by law.

These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies, or to seek private counsel for complaints alleging discrimination. These procedures are part of an administrative process that does not provide for remedies include punitive damages or compensatory remuneration for the complainant.

However, every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the Title VI Coordinator may be utilized for resolution, at any stage of the process. The Title VI Coordinator will make every effort to pursue a resolution to the complaint. During initial interviews with the complainant and the respondent information regarding specifically requested relief and settlement opportunities will be discussed and noted.

Procedures

1. Any individual, group of individuals, or entity that believes they have been subjected to Discrimination prohibited by Title VI nondiscrimination provisions may file a written complaint with the City of Douglasville's Title VI Coordinator, the Federal Highway Administration, Civil Rights Specialist, in the Atlanta Georgia Regional Office or with the Department of Justice. Complaints filed against the City of Douglasville shall be forwarded to the Federal Highway Administration, Civil Rights Specialist for investigation and adjudication. A formal complaint must be filed within 180 calendar days of the alleged occurrence or when the alleged discrimination became known to the complainant and must meet the following requirements:
 - a. Complaint shall be in writing and signed by the complainant(s) or his representative.
 - b. Include complainant's name, address and telephone number, date of the alleged act of discrimination (date when the complainant(s) became aware of the alleged discrimination; or the date on which that conduct was discontinued or the latest instance of the conduct). Should a third party write and sign the complaint on behalf of complainant, include that person's name, address, telephone number and his/her relationship to complainant. If complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Title VI Coordinator. Under these circumstances, the complainant will be interviewed, and the Title VI Coordinator will assist the complainant in converting the verbal allegations to writing.
 - c. Provide the name of the alleged discriminatory institution, official, job title and a description of the issues, including names of witnesses or anyone who can clarify the circumstances surrounding your complaint.

- d. Complaints received by fax or e-mail will be acknowledged and processed, once the identity(ies) of the complainant(s) and the intent to proceed with the complaint have been established. Otherwise, Title VI complaints may be mailed or hand delivered to the City of Douglasville Human Resources Office for processing.
 - e. Allegations received by telephone will be reduced to writing and provided to the complainant for additional information and/or revision. A Title VI complaint form will subsequently be forwarded to the complainant for him/her to complete, sign, and return to the Title VI Coordinator for processing.
- 10 (ten)
2. Within ~~five (5)~~ days of receipt of the complaint, the Title VI Coordinator will mail an acknowledgement letter to complainant and forward a copy of the letter and the complaint to FHWA HCR. A determination of the City of Douglasville's jurisdiction, need for additional information, as well as the investigative merit of the complaint will be made by the FHWA HCR. Federal Highway Administration's Headquarter Civil Rights Office shall assign a control number and adjudicate the case upon receipt of the completed investigative file. Complaints processed by the City of Douglasville are bound by the time frames outlined in 23 CFR 200.9(b) (3).
 3. A complaint may be dismissed for the following reasons:
 - a. The complainant requests the withdrawal of the complaint.
 - b. The complainant fails to respond to repeated requests for additional information needed to process the complaint.
 - c. The complainant cannot be located after reasonable attempts.
 4. The complaint will be logged in and shall identify its basis and alleged harm along with the race, color, national origin, and gender of the complainant.
 5. In cases where the City of Douglasville assumes the investigation of the complaint, the Title VI Coordinator will provide the respondent with the opportunity to respond to the allegations in writing. The respondent will have 10 calendar days to submit his/her response to the allegations to the Title VI Coordinator.
 6. Within 60 calendar days of the acceptance of the complaint, the Title VI Investigator will prepare an investigative report inclusive of a narrative description of the incident, all evidentiary support documentation from each party, identification of persons interviewed, findings, and recommendations for disposition for review by the EEO Assistant Administrator before submitting the file to FHWA HCR.
 7. Once review by the EEO Assistance Administrator is complete, the file will be submitted to FHWA HCR in Washington DC for adjudication. FHWA HCR will apprise all parties involved of its record of decision and appeal rights.
 8. If the complainant is not satisfied with the results of the investigation, s/he shall be advised of their rights to appeal the City of Douglasville's opinion to the FHWA — Georgia Division Office, USDOT or USDOJ. Appeals must be filed within 180 days after the City of Douglasville's final resolution. Unless new facts not previously considered come to light, reconsideration of the City of Douglasville's opinion will not be available.

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Title VI Information

Georgia Highway 92
Relocation Project

I-20 @ SR 5/Bright Star
Road Arcadis Study



[Home](#) > [Government](#) > [City Departments](#) > [Transportation](#) > [Title VI Information](#)

Title VI Information

City of Douglasville Title VI Complaint Form

[Download the form](#)

Title VI Policy Statement

The City of Douglasville is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. The City of Douglasville assures that no person shall on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Douglasville further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, the City of Douglasville will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

As provided under Section 162a of the Federal-Aid Highway Act of 1973 (section 324, title 23 U.S.C.), the City of Douglasville shall not discriminate on the ground of sex and the City of Douglasville shall submit a certification to the FHWA indicating that the requirements of section 162a of the Federal-Aid Highway Act of 1973 have been added to its assurances.

When the City of Douglasville distributes federal aid funds to another entity, the City of Douglasville will include Title VI language in all written agreements and will monitor for compliance.

The City of Douglasville's Title VI Coordinator/Specialist is responsible for initiating and monitoring Title VI activities, preparing required reports and other City of Douglasville responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

Title VI Notice to the Public

U.S. Department of Justice regulations, 28 Code of Federal Regulations, Section 42.405, Public Dissemination of Title VI Information, require recipients of Federal financial assistance to publish or broadcast program information in the news media. Advertisements must state that the program is an equal opportunity program and/or indicate that Federal law prohibits discrimination. Additionally, reasonable steps shall be taken to publish information in languages understood by the population eligible to be served or likely to be directly affected by the program. Following is the public notice used by the City of Douglasville.

The City of Douglasville hereby gives public notice that it is the policy of the Department to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations in all programs and activities. It is our policy that no person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination under any of our programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint. The complaint must be filed in writing or in person with the City of Douglasville, Title VI Coordinator/Specialist, within one hundred-eighty (180) days from the date of the alleged discriminatory act or upon notice of the discriminatory act. Title VI Discrimination Complaint Forms may be obtained from the City of Douglasville website or Title VI Coordinator/Specialist by calling (678) 449-3052. If information is needed in another language please contact (678) 449-3052.



City of Douglasville

Title VI Complaint Form

Title VI of the 1964 Civil Rights Act requires that "No person in the United State shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Note: The following information is necessary to assist us in processing your complaint. Should you require any assistance in completing this form, please let us know.

Complete and return this form to Equal Employment Opportunity Division: Michelle Wright, Title VI Coordinator, City of Douglasville, 6695 Church Street, Douglasville, GA 30134

1. Complainant's Name _____
2. Address _____
3. City, State, Zip Code _____
4. Telephone Number (home) _____ (business) _____
5. Person discriminated against (if someone other than the complainant)
Name _____
Address _____
City, State and Zip Code _____
6. Which of the following best describes the reason you believe the discrimination took place?
Was it because of your:
 - a) Race/Color _____
 - b) National Origin _____
 - c) Other _____
7. What date did the alleged discrimination take place? _____

8. In your own words, describe the alleged discrimination. Explain what happened and whom you believed was responsible. Please use the back of this form if additional space is required.

9. Have you filled this complaint with any other federal, state, or local agency; or with any federal or state court?

☐ Yes ☐ No

If yes, check all that apply

☐ Federal agency ☐ Federal Court ☐ State Agency ☐ State Court
☐ Local Agency

10. Please provide information about a contact person at the agency/court where the complaint was filed.

Name

Address

City, State, and Zip Code

Telephone Number

11. Please sign below. You may attach any written materials or other information that you think is relevant to your complaint.

Complainant's Signature

Date

6. Consent Agenda

MOVER: Mayor Pro Tem Richard Segal

SECONDER: Councilman Mark Adams

RESULT: Adopted

AYES: Mayor Pro Tem Richard Segal, Councilman Mark Adams,
Councilwoman LaShun Burr Danley, Councilman Terry Miller

ABSENT: Councilman Sam Davis, Councilman Christopher Watts

- A. Item 21-19-13 - Adopt a resolution declaring May 5-11, 2019 as National Travel and Tourism Week in the City of Douglasville.

Community & Economic Development Committee - Chairman Richard Segal

Enactment No: RES-2019-27

- B. Item 21-19-14 - Authorize the Mayor to sign an agreement with A. E. Drilling Services LLC for well drilling at the City's Old Mill site.

Community & Economic Development Committee - Chairman Richard Segal

Enactment No: ACT-2019-56

- C. Item 22-19-37 - Authorize the Mayor to sign a PlanFirst application and submit it to the Georgia Department of Community Affairs.

Planning & Development Committee - Chairman Mark Adams

Enactment No: ACT-2019-57

- D. Item 27-19-10 - Authorize the Mayor to sign a Title VI Non-Discrimination Agreement with the Georgia Department of Transportation.

Transportation Committee - Chairwoman LaShun B. Danley Approved by Suzan Littlefield:

Enactment No: ACT-2019-58

- E. Item 31-19-2 - Adopt a resolution setting the dates, appropriate amounts for the City's 2019 Wednesday Wind Down concert.

Communications Committee - Chairman Terry Miller

Enactment No: RES-2019-28

Date: 5-7-19

7. Public Safety Committee - Chairman Sam Davis

8. Community & Economic Development Committee - Chairman Richard Segal

9. Planning & Development Committee - Chairman Mark Adams

- A. Motion to remove from the table Item # 22-19-34.

MOVER: Councilman Mark Adams

SECONDER: Councilwoman LaShun Burr Danley

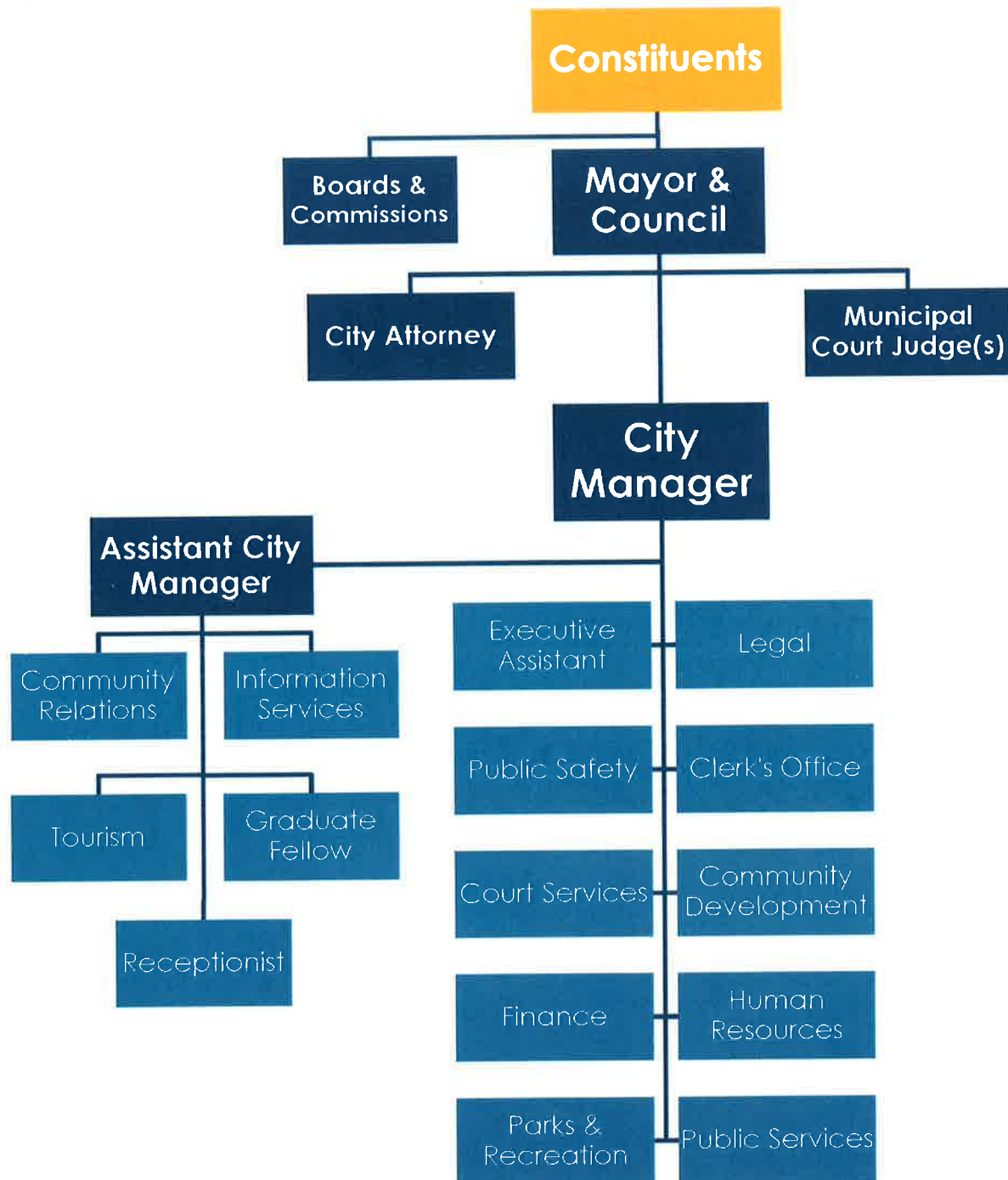
RESULT: Adopted

AYES: Mayor Pro Tem Richard Segal, Councilman Mark Adams,
Councilwoman LaShun Burr Danley, Councilman Terry Miller

ABSENT: Councilman Sam Davis, Councilman Christopher Watts

Enactment No: ACT-2019-59

ORGANIZATION CHART



City of Douglasville Nondiscrimination Complaint Procedures for Federally Assisted Programs or Activities

These procedures apply to all complaints filed under Title VI of the Civil Rights Act of 1964 [including its Disadvantaged Business Enterprises (DBE) and Equal Employment Opportunity (EEO) components], Section 504 of the Rehabilitation Act of 1973, the Civil Rights Restoration Act of 1987, and the Americans with Disabilities Act of 1990, relating to any program or activity administered by City of Douglasville or its sub-recipients, consultants, and/or contractors. Intimidation or retaliation of any kind is prohibited by law.

These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies, or to seek private counsel for complaints alleging discrimination. These procedures are part of an administrative process that does not provide for remedies include punitive damages or compensatory remuneration for the complainant.

However, every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the Title VI Coordinator may be utilized for resolution, at any stage of the process. The Title VI Coordinator will make every effort to pursue a resolution to the complaint. During initial interviews with the complainant and the respondent information regarding specifically requested relief and settlement opportunities will be discussed and noted.

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- 10 (ten)
- 2. Within ~~five (5)~~ days of receipt of the complaint, the Title VI Coordinator will mail an acknowledgement letter to complainant and forward a copy of the letter and the complaint to FHWA HCR. A determination of the City of Douglasville's jurisdiction, need for additional information, as well as the investigative merit of the complaint will be made by the FHWA HCR. Federal Highway Administration's Headquarter Civil Rights Office shall assign a control number and adjudicate the case upon receipt of the completed investigative file. Complaints processed by the City of Douglasville are bound by the time frames outlined in 23 CFR 200.9(b) (3).
 - 3. A complaint may be dismissed for the following reasons:
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 - 6. Within 60 calendar days of the acceptance of the complaint, the Title VI Investigator will prepare an investigative report inclusive of a narrative description of the incident, all evidentiary support documentation from each party, identification of persons interviewed, findings, and recommendations for disposition for review by the EEO Assistant Administrator before submitting the file to FHWA HCR.
 - 7. Once review by the EEO Assistance Administrator is complete, the file will be submitted to FHWA HCR in Washington DC for adjudication. FHWA HCR will apprise all parties involved of its record of decision and appeal rights.
 - 8. If the complainant is not satisfied with the results of the investigation, s/he shall be advised of their rights to appeal the City of Douglasville's opinion to the FHWA — Georgia Division Office, USDOT or USDOJ. Appeals must be filed within 180 days after the City of Douglasville's final resolution. Unless new facts not previously considered come to light, reconsideration of the City of Douglasville's opinion will not be available.

City of Douglasville Procurement Policy

City of Douglasville
Procurement Policies for Federal Aid Transportation Projects

The City of Douglasville shall procure architectural and engineering services using Federal Aid Funds through the Code of Federal Regulations, Title 23, Chapter 1, Subchapter b, Part 172.5. See attachment A.

DEFINITION OF PROFESSIONAL SERVICES

A professional service is a service provided in support of city operations and/or projects from an independent contractor or consultant in a professional occupation or field. A professional occupation is an occupation which requires exceptional qualifications by education and experience in a particular field or discipline to perform a specialized service.

PROFESSIONAL SERVICES – ADVERTISING

Each time professional services estimated to cost over \$50,000.00 are sought, notice shall be properly advertised in the official County organ and/or such other publication(s) which the City believes will best serve its interest. The choice of where to advertise will be made by the Department.

- For project using Federal Aid Highway Program (FAHP) funding, the solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with the issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualification of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis. Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

CONFLICT OF INTEREST/CONTINGENCY FEES/CERTIFICATION BY SUBCONTRACTORS

All RFQs and RFPs shall require responding firms to sign as part of the terms and conditions of their being engaged by the City, at a minimum, the following statements regarding Conflict of Interest, Contingency Fees, and Certification of Subcontractors:

CONFLICT OF INTEREST - The Consultant certifies that to the best of its knowledge no circumstances exist which will cause a Conflict of Interest in performing the services required by this contract, that no employee of the City, nor any member thereof, nor any public agency or official affected by this agreement, has any pecuniary interest in the business of the Consultant or his Subcontractor(s), and that no person associated with the Consultant or his Subcontractor(s) has any

interest that would conflict in any manner or degree with the performance of the agreement. Should the Consultant become aware of any circumstances which may cause a Conflict of Interest during the term of this contract, the Consultant shall immediately notify the City. If the City determines that a Conflict of Interest exists, the City may require that the Consultant take action to remedy the Conflict of Interest or terminate the agreement without liability. The City shall have the right to recover any fees paid for services rendered by the Consultant which were performed while a Conflict of Interest existed if the Consultant had knowledge of the Conflict of Interest and did not notify the County within one (1) week of becoming aware of the existence of the Conflict of Interest.

PROHIBITION AGAINST CONTINGENT FEES – The Consultant warrants that he and his Subcontractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the Consultant or Subcontractor(s) to solicit or secure this agreement and that he and his Subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant or his Subcontractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this agreement. For any breach or violation of this provision, the City shall have the right to terminate the agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

CERTIFICATION OF SUBCONTRACTORS - The Consultant shall require each of his Subcontractor(s) to sign a statement certifying to and agreeing to comply with the terms and conditions of above. Such signed statements shall be on forms provided by the City. The Consultant shall return such executed forms to the City and they shall be incorporated in and become a part of the agreement. No compensation shall be payable to the Consultant until executed certifications are received by the City for all of the Consultant's Subcontractors.

RFQ AND RFP

All the selection processes described in this policy use a Request for Qualifications (RFQ) and/or Request for Proposals (RFP) as part of the selection process.

1. REQUEST FOR QUALIFICATIONS (RFQ) – An RFQ requests that a firm submit a response in a standard format designed to provide uniform information about the experience and qualifications of the firm to perform a type of service. An RFQ does not describe a specific scope of work, or require submitting firms to respond to or provide a scope of work. Because a detailed scope of work is not developed and included in an RFQ, pricing information is not requested. An RFQ is generally used in one of two ways: (1) a screening device used as the first step of a selection process to qualify firms as meeting the desired standards to perform the service, (see Section VI. Prequalification of Proposers), or (2) to select the most qualified firms (i.e., top 3 firms) to perform the desired service. A rank order may or may not be established based on the process being used. The criteria which will be considered in evaluating the responses should be described in the RFQ.

2. REQUEST FOR PROPOSALS (RFP) - An RFP is similar to an RFQ, however, it requires a response to a scope of work. The scope of work is described in the RFP. If the scope of work cannot be defined, then the task(s) to be addressed is described. All proposers are requested to respond to the scope of work in the RFP or define a scope of work or approach in response to the task(s) to be addressed. Information concerning scheduling and hours may be requested in conjunction with the scope of work. The RFP may ask for the proposer's willingness to perform the work within a specific budget or time

constraint. In certain selection processes the RFP may also request information related to fees and costs of services.

SELECTION PROCESSES

COMPETITIVE NEGOTIATIONS - This selection process places emphasis almost exclusively on qualitative factors. An RFQ or RFP is developed for the professional services being sought. The responses to the RFQ or RFP are ranked in order by a review committee using an evaluation process based on qualitative and other criteria. The final ranked order group is generally limited to the three (3) proposers that are determined to be the most qualified. This process requires approval by the City Council.

COMPETITIVE PROPOSALS - This selection process uses an RFP and introduces price into the evaluation process as a consideration along with other criteria described above in the Competitive Negotiations process. An RFP is developed with a specifically defined scope of work. The responses to the RFP are required to include pricing information for performing the specific scope of work. The evaluation process performed by the review committee considers the pricing information merely as one of the selection criteria and not the final determinant. Best and final offers of top rated proposers may be solicited if the selection committee chooses.

The City of Douglasville can exercise the right to reject any and all bids or proposals when appropriate; should the City Council exercise this right, City of Douglasville shall not be responsible for the reimbursement of any costs, fees, or other losses associated with the bid or proposals and/or the rejection thereof

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of October 8, 2015

Title 23 → Chapter I → Subchapter B → Part 172 → §172.5

Title 23: Highways

PART 172—PROCUREMENT, MANAGEMENT, AND ADMINISTRATION OF ENGINEERING AND DESIGN RELATED SERVICES

§172.5 Program management and oversight.

(a) *STA responsibilities.* STAs or other recipients shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with FAHP funding, as specified in 23 U.S.C. 302(a). Responsibilities shall include the following:

(1) Preparing and maintaining written policies and procedures for the procurement, management, and administration of engineering and design related consultant services in accordance with paragraph (c) of this section;

(2) Establishing a procedure for estimating the level of effort, schedule, and costs of needed consultant services and associated agency staffing and resources for management and oversight in support of project authorization requests submitted to FHWA for approval, as specified in 23 CFR 630.106;

(3) Procuring, managing, and administering engineering and design related consultant services in accordance with applicable Federal and State laws, regulations, and approved policies and procedures, as specified in 23 CFR 1.9(a); and

(4) Administering subawards in accordance with State laws and procedures as specified in 2 CFR part 1201, and the requirements of 23 U.S.C. 106(g)(4), and 2 CFR 200.331. Administering subawards includes providing oversight of the procurement, management, and administration of engineering and design related consultant services by subrecipients to ensure compliance with applicable Federal and State laws and regulations. Nothing in this part shall be taken as relieving the STA (or other recipient) of its responsibility under laws and regulations applicable to the FAHP for the work performed under any consultant agreement or contract entered into by a subrecipient.

(b) *Subrecipient responsibilities.* Subrecipients shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with FAHP funding as specified in 23 U.S.C. 106(g)(4)(A). Responsibilities shall include the following:

(1) Adopting written policies and procedures prescribed by the awarding STA or other recipient for the procurement, management, and administration of engineering and design related consultant services in accordance with applicable Federal and State laws and regulations; or when not prescribed, shall include:

(i) Preparing and maintaining its own written policies and procedures in accordance with paragraph (c) of this section; or

(ii) Submitting documentation associated with each procurement and subsequent contract to the awarding STA or other grantee for review to assess compliance with applicable Federal and State laws, regulations, and the requirements of this part;

(2) Procuring, managing, and administering engineering and design related consultant services in accordance with applicable Federal and State laws, regulations, and approved policies and procedures, as specified in 23 CFR 1.9(a).

(c) *Written policies and procedures.* The contracting agency shall prepare and maintain written policies and procedures for the procurement, management, and administration of engineering and design related consultant services. The FHWA shall approve the written policies and procedures, including all revisions to such policies and procedures, of the STA or recipient to assess compliance with applicable requirements. The STA or other recipient shall approve the written policies and procedures, including all revisions to such policies and procedures, of a subrecipient to assess

compliance with applicable requirements. These policies and procedures shall address, as appropriate for each method of procurement a contracting agency proposes to use, the following items to ensure compliance with Federal and State laws, regulations, and the requirements of this part:

- (1) Preparing a scope of work and evaluation factors for the ranking/selection of a consultant;
 - (2) Soliciting interests, qualifications, or proposals from prospective consultants;
 - (3) Preventing, identifying, and mitigating conflicts of interest for employees of both the contracting agency and consultants and promptly disclosing in writing any potential conflict to the STA and FHWA, as specified in 2 CFR 200.112 and 23 CFR 1.33, and the requirements of this part.
 - (4) Verifying suspension and debarment actions and eligibility of consultants, as specified in 2 CFR part 1200 and 2 CFR part 180;
 - (5) Evaluating interests, qualifications, or proposals and the ranking/selection of a consultant;
 - (6) Determining, based upon State procedures and the size and complexity of a project, the need for additional discussions following RFP submission and evaluation;
 - (7) Preparing an independent agency estimate for use in negotiation with the selected consultant;
 - (8) Selecting appropriate contract type, payment method, and terms and incorporating required contract provisions, assurances, and certifications in accordance with §172.9;
 - (9) Negotiating a contract with the selected consultant including instructions for proper disposal of concealed cost proposals of unsuccessful bidders;
 - (10) Establishing elements of contract costs, accepting indirect cost rate(s) for application to contracts, and assuring consultant compliance with the Federal cost principles in accordance with §172.11;
 - (11) Ensuring consultant costs billed are allowable in accordance with the Federal cost principles and consistent with the contract terms as well as the acceptability and progress of the consultant's work;
 - (12) Monitoring the consultant's work and compliance with the terms, conditions, and specifications of the contract;
 - (13) Preparing a consultant's performance evaluation when services are completed and using such performance data in future evaluation and ranking of consultant to provide similar services;
 - (14) Closing-out a contract;
 - (15) Retaining supporting programmatic and contract records, as specified in 2 CFR 200.333 and the requirements of this part;
 - (16) Determining the extent to which the consultant, which is responsible for the professional quality, technical accuracy, and coordination of services, may be reasonably liable for costs resulting from errors and omissions in the work furnished under its contract;
 - (17) Assessing administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and providing for such sanctions and penalties as may be appropriate; and
 - (18) Resolving disputes in the procurement, management, and administration of engineering and design related consultant services.
- (d) A contracting agency may formally adopt, by statute or within approved written policies and procedures as specified in paragraph (c) of this section, any direct Federal Government or other contracting regulation, standard, or procedure provided its application does not conflict with the provisions of 23 U.S.C. 112, the requirements of this part, and other laws and regulations applicable to the FAHP.
- (e) Notwithstanding paragraph (d) of this section, a contracting agency shall have a reasonable period of time, not to exceed 12 months from the effective date of this rule unless an extension is granted for unique or extenuating circumstances, to issue or update current written policies and procedures for review and approval in accordance with paragraph (c) of this section and consistent with the requirements of this part.

Michelle Wright

Certifications

GA Department of Transportation
Certificate of Training

Michelle M. Wright

City of Douglasville

Has Satisfactorily Completed

Federal Aid ROW Requirements for Local Public Agencies

Conducted By

The Georgia Department of Transportation & FHWA

November 2, 2017

PDHs: 6



Tiffany R. Robinson

State Local Government Coordinator

Troy D. Byers

Troy D. Byers, Right of Way Administrator

GEORGIA DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF ATTENDANCE

This certificate is awarded to

MICHELLE WRIGHT

TITLE VI / ADA TRAINING



Georgia Department of Transportation

Signature:

A handwritten signature in blue ink, appearing to be 'S. G.', written over a horizontal line.

ADA Coordinator

November 2, 2017

Title VI Coordinator

Wright, Michelle

From: donotreply@elms.dot.ga.gov
Sent: Thursday, October 05, 2017 12:30 PM
To: Wright, Michelle
Subject: Completion Notification for 484LAP001ILT30147 - Local Administered Projects Manual Training

Dear Michelle,

This email confirms your completion of the following:

Class : Local Administered Projects Manual Training
Class Code : 484LAP001ILT30147
Type : Classroom
From : 09/19/2017
To : --

Confirmation number : 643531
Enrollment Status : Completed

Your training history will be updated to reflect this accomplishment. You can see more completion details on your My Learning page. Login to ELMS and follow the Navigation. Navigation: Main Menu > Self Service > Learning > My Learning

Please remember to document your time appropriately for this activity.

- Internal Training, use Project Number AINT001-TRN.
- External Training, use Project Number AEXT001-TRN.

Please do not respond to this email. If you have any questions, contact your learning administrator at trainingcenter@dot.ga.gov.

Thank you.
GDOT HR/Training and Development Office

Wright, Michelle

From: donotreply@elms.dot.ga.gov
Sent: Thursday, August 31, 2017 9:21 AM
To: Wright, Michelle
Subject: Completion Notification for 484PDP000ILT30150 - Plan Development Process

Dear Michelle,

This email confirms your completion of the following:

Class : Plan Development Process
Class Code : 484PDP000ILT30150
Type : Classroom
From : 08/15/2017
To : --

Confirmation number : 643530
Enrollment Status : Completed

Your training history will be updated to reflect this accomplishment. You can see more completion details on your My Learning page. Login to ELMS and follow the Navigation. Navigation: Main Menu > Self Service > Learning > My Learning

Please remember to document your time appropriately for this activity.

- Internal Training, use Project Number AINT001-TRN.
- External Training, use Project Number AEXT001-TRN.

Please do not respond to this email. If you have any questions, contact your learning administrator at trainingcenter@dot.ga.gov.

Thank you.
GDOT HR/Training and Development Office

Wright, Michelle

From: donotreply@elms.dot.ga.gov
Sent: Friday, November 03, 2017 2:40 PM
To: Wright, Michelle
Subject: Completion Notification for 484EEO002ILT30318 - Title VI/ADA Combined Training

Dear Michelle,

This email confirms your completion of the following:

Class : Title VI/ADA Combined Training
Class Code : 484EEO002ILT30318
Type : Classroom
From : 11/02/2017
To : --

Confirmation number : 643532
Enrollment Status : Completed

Your training history will be updated to reflect this accomplishment. You can see more completion details on your My Learning page. Login to ELMS and follow the Navigation. Navigation: Main Menu > Self Service > Learning > My Learning

Please remember to document your time appropriately for this activity.

- Internal Training, use Project Number AINT001-TRN.
- External Training, use Project Number AEXT001-TRN.


Please do not respond to this email. If you have any questions, contact your learning administrator at trainingcenter@dot.ga.gov.

Thank you.
GDOT HR/Training and Development Office

**Engineering Consultant
Certifications
State PE Licenses**

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
NOTICE OF PROFESSIONAL CONSULTANT QUALIFICATION

You are qualified to provide Consulting Services to the Department of Transportation for the
area-classes of work checked below. Notice of qualification is not a notice of selection.

NAME AND ADDRESS		DISPOSITION DATE	EXPIRATION DATE
AECOM TECHNICAL SERVICES INC 1360 Peachtree Street, Suite 500, Atlanta, GA 30309		October 13, 2018	January 11, 2021
SIGNATURE			
			
1. Transportation Planning	<input checked="" type="checkbox"/> 1.01 State Wide Systems Planning <input checked="" type="checkbox"/> 1.02 Urban Area and Regional Transportation Planning <input checked="" type="checkbox"/> 1.03 Aviation Systems Planning <input checked="" type="checkbox"/> 1.04 Mass and Rapid Transportation Planning <input checked="" type="checkbox"/> 1.05 Alternate System and Corridor Location Planning <input type="checkbox"/> 1.06 Unknown <input checked="" type="checkbox"/> 1.06a NEPA Documentation <input checked="" type="checkbox"/> 1.06b History <input checked="" type="checkbox"/> 1.06c Air Studies <input checked="" type="checkbox"/> 1.06d Noise Studies <input checked="" type="checkbox"/> 1.06e Ecology <input checked="" type="checkbox"/> 1.06f Archaeology <input type="checkbox"/> 1.06g Freshwater Aquatic Surveys <input type="checkbox"/> 1.06h Bat Surveys <input checked="" type="checkbox"/> 1.07 Attitude, Opinion and Community Value Studies <input checked="" type="checkbox"/> 1.08 Airport Master Planning <input checked="" type="checkbox"/> 1.09 Location Studies <input checked="" type="checkbox"/> 1.10 Traffic Studies <input checked="" type="checkbox"/> 1.11 Traffic and Toll Revenue Studies <input checked="" type="checkbox"/> 1.12 Major Investment Studies <input checked="" type="checkbox"/> 1.13 Non-Motorized Transportation Planning	3. Highway Design Roadway (continued) <input checked="" type="checkbox"/> 3.09 Traffic Control System Analysis, Design and Implementation <input checked="" type="checkbox"/> 3.10 Utility Coordination <input checked="" type="checkbox"/> 3.11 Architecture <input checked="" type="checkbox"/> 3.12 Hydraulic and Hydrological Studies (Roadway) <input checked="" type="checkbox"/> 3.13 Facilities for Bicycles and Pedestrians <input checked="" type="checkbox"/> 3.14 Historic Rehabilitation <input checked="" type="checkbox"/> 3.15 Highway Lighting <input checked="" type="checkbox"/> 3.16 Value Engineering <input checked="" type="checkbox"/> 3.17 Design of Toll Facilities Infrastructure	
2. Mass Transit Operations	<input checked="" type="checkbox"/> 2.01 Mass Transit Program (Systems) Management <input checked="" type="checkbox"/> 2.02 Mass Transit Feasibility and Technical Studies <input checked="" type="checkbox"/> 2.03 Mass Transit Vehicle and Propulsion System <input checked="" type="checkbox"/> 2.04 Mass Transit Controls, Communications and Information Systems <input type="checkbox"/> 2.05 Mass Transit Architectural Engineering <input checked="" type="checkbox"/> 2.06 Mass Transit Unique Structures <input checked="" type="checkbox"/> 2.07 Mass Transit Electrical and Mechanical Systems <input checked="" type="checkbox"/> 2.08 Mass Transit Operations Management and Support Services <input checked="" type="checkbox"/> 2.09 Aviation <input checked="" type="checkbox"/> 2.10 Mass Transit Program (Systems) Marketing	4. Highway Structures <input checked="" type="checkbox"/> 4.01a Minor Bridges Design <input type="checkbox"/> 4.01b Minor Bridges Design CONDITIONAL <input checked="" type="checkbox"/> 4.02 Major Bridges Design <input checked="" type="checkbox"/> 4.03 Movable Span Bridges Design <input checked="" type="checkbox"/> 4.04 Hydraulic and Hydrological Studies (Bridges) <input checked="" type="checkbox"/> 4.05 Bridge Inspection	
3. Highway Design Roadway	<input checked="" type="checkbox"/> 3.01 Two-Lane or Multi-Lane Rural Generally Free Access Highway Design <input checked="" type="checkbox"/> 3.02 Two-Lane or multi-Lane with Curb and Gutter Generally Free Access Highways Design Including Storm Sewers <input checked="" type="checkbox"/> 3.03 Two-Lane or Multi-Lane Widening and Reconstruction, with Curb and Gutter and Storm Sewers in Heavily Developed Commercial Industrial and Residential Urban Areas <input checked="" type="checkbox"/> 3.04 Multi-Lane, Limited Access Expressway Type Highway Design <input checked="" type="checkbox"/> 3.05 Design of Urban Expressway and Interstate <input checked="" type="checkbox"/> 3.06 Traffic Operations Studies <input checked="" type="checkbox"/> 3.07 Traffic Operations Design <input checked="" type="checkbox"/> 3.08 Landscape Architecture	5. Topography <input type="checkbox"/> 5.01 Land Surveying <input type="checkbox"/> 5.02 Engineering Surveying <input type="checkbox"/> 5.03 Geodetic Surveying <input type="checkbox"/> 5.04 Aerial Photography <input type="checkbox"/> 5.05 Aerial Photogrammetry <input type="checkbox"/> 5.06 Topographic Remote Sensing <input type="checkbox"/> 5.07 Cartography <input type="checkbox"/> 5.08 Subsurface Utility Engineering 6. Soils, Foundation & Materials Testing <input checked="" type="checkbox"/> 6.01a Soil Surveys <input checked="" type="checkbox"/> 6.01b Geological and Geophysical Studies <input checked="" type="checkbox"/> 6.02 Bridge Foundation Studies <input checked="" type="checkbox"/> 6.03 Hydraulic and Hydrological Studies (Soils and Foundation) <input type="checkbox"/> 6.04a Laboratory Materials Testing <input type="checkbox"/> 6.04b Field Testing of Roadway Construction Materials <input checked="" type="checkbox"/> 6.05 Hazard Waste Site Assessment Studies	
		8. Construction <input checked="" type="checkbox"/> 8.01 Construction Supervision	9. Erosion and Sedimentation Control <input checked="" type="checkbox"/> 9.01 Erosion, Sedimentation, and Pollution Control and Comprehensive Monitoring Program <input checked="" type="checkbox"/> 9.02 Rainfall and Runoff Reporting <input checked="" type="checkbox"/> 9.03 Field Inspections for Compliance of Erosion and Sedimentation Control Devices Installations



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRIAN P. KEMP

CORPORATIONS • ELECTIONS • LICENSING • SECURITIES

Menu

[Initial Application](#)
[Renew License](#)
[Document Request](#)
[Reinstatement](#)
[Verification of Licensure](#)
[Change Your Business
Mailing/Personal Address](#)
[Change Your Mailing
Address](#)
[Logout](#)

Georgia Online Licensing

<<< Please select an option from the menu on the left <<<

NOTE: If you have started, but not completed your license application or renewal process, click the **Continue** link in the **Your Licenses** section below.

Name: Steven G Tiedemann
Address: 1127 Annie Lane
 Mableton, GA 30126

Your Licenses

Engineer In-Training				
Profession:	Engineer & Land Surveyor	License Number:	EIT017432	License Status: Superceded
Issued:	1/5/1995	Expires:		
Professional Engineer Print License				
Profession:	Engineer & Land Surveyor	License Number:	PE023393	License Status: Active
Issued:	2/13/1997	Expires:	12/31/2020	

Georgia Department of Transportation

Steve Tiedemann

City of Sandy Springs

has satisfactorily completed

Local Administered Project (LAP) Manual

Conducted by Georgia Department of Transportation

September 19-20, 2017
2-Day Course, 10 PDH Hours



GDOT Training Center
Forest Park, GA

Bobby Hilliard

*Bobby Hilliard, Program Control
Administrator*

Phokamalik Al-Kush

*Malik Al-Kush, Local Administered Project
Coordinator*

May 21, 2019

Department of Transportation
600 West Peachtree Street, NW, 7th Floor
Atlanta, GA 30308

Attn: Maria L. Roux
QA Compliance Manager
Office of Procurement

RE: Adoption of GDOT Procurement Policy for The Procurement, Management and Administration of Engineering and Design Related Consultant Services

The City/County of Douglasville will adopt the Georgia Department of Transportation Procurement Policy for The Procurement, Management and Administration of Engineering and Design Related Consultant Services. The City has read the policy and will abide by the policy for all state and federally funded transportation projects as it pertains to local governments. The City agrees to and acknowledges the following:

1. City/County agrees to and acknowledges that all personnel involved in the procurement, management and administration of engineering and design related consultant services must attend GDOT Manual training and pass the test administered.
2. City/County has read and understands the Federal Laws and Regulations (23 CFR Part 172) along with any State of Georgia laws (O.C.G.A. 50-22-1 through 50-22-9) that pertain to these services where FAHP funds will be utilized must be followed and adhered to.
3. City/County is familiar with the requirements and understands 40 U.S.C. 1101-1104 Selection of Architects and Engineers commonly referred to as "The Brooks Act" or Qualification Based Selection (QBS) to include:
 - a. Solicitation process
 - b. Evaluation Factors
 - c. Non-Qualification Evaluation Factors
 - d. Evaluation, Ranking and Selection
 - e. Negotiation
4. City/County understands other procurement methodology to include:
 - a. Small Purchases
 - b. Non-competitive
5. City/County acknowledges and agrees to adhere to the below additional procurement requirements:
 - a. Common Grant Rule 49 CFR Part 18
 - b. Georgia DOT's Disadvantaged Business Enterprise (DBE) program
 - c. Suspension and Debarment
 - d. Compliance with Title VI
 - e. Compliance with E-Verify (this is not necessary if state funds are not utilized)

Signatures below agree to the above acknowledgements agreeing to follow GDOT's Procurement Policy for engineering and design related services when using FAHP funds, as it applies to local governments certified through GDOT's LAP program.

Signed,

Mayor



Legislation Text

File #: TMP-1531, **Version:** 1

Item 27-19-12 - Authorize the Mayor to sign a Professional Services Agreement with Jacobs Engineering Group Inc. to prepare the City's Comprehensive Transportation Plan.
Transportation Committee - Chairwoman LaShun B. Danley



City of Douglasville Comprehensive Transportation Plan Update

City Council Legislative Session
May 16, 2019

JACOBS®

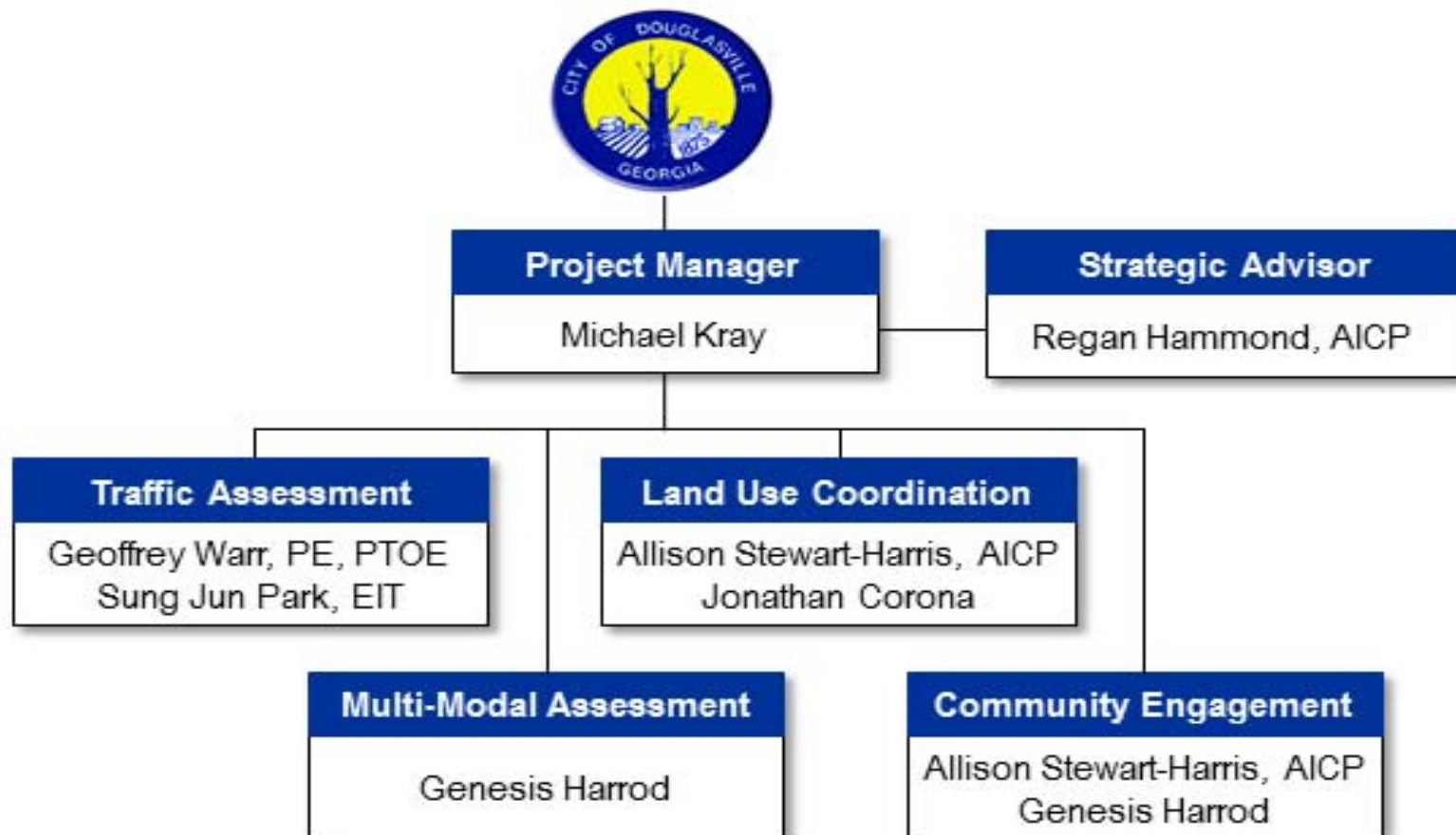
www.jacobs.com | worldwide

Agenda

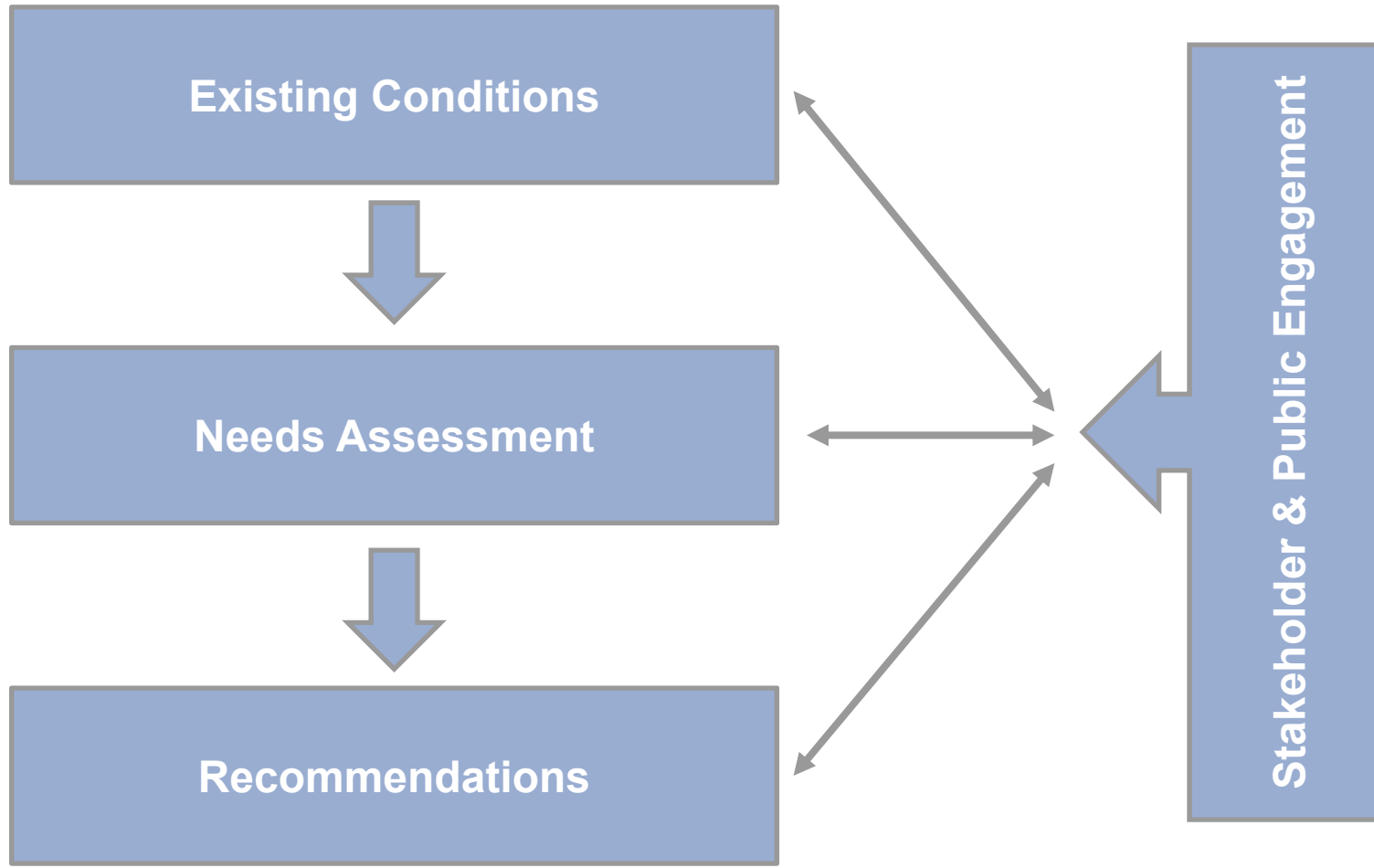


- Jacobs Team
- Planning Process
- Analysis
 - Modes
 - Data
 - Methodology
- Schedule
- Desired Outcomes

Team Organization & History



Planning Process

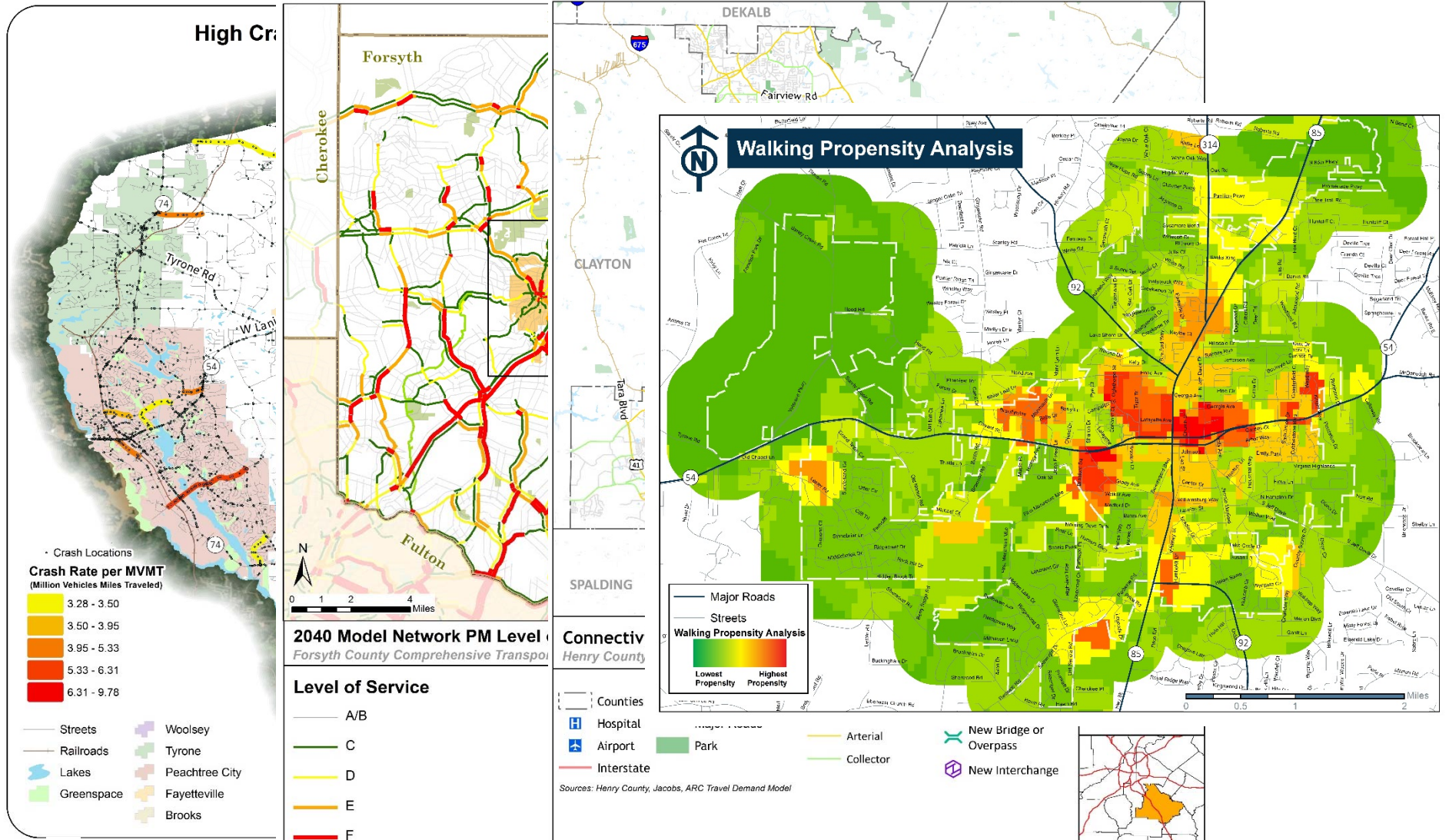


Analysis



- Comprehensive Transportation Plan
 - Roadways
 - Congestion
 - Safety
 - Connectivity
 - Active Transportation
 - Walking
 - Biking
 - Freight
 - Multi-modal

Methodology Examples



Engagement Methods

1 Electronic Survey 

3 Stakeholder Meetings 

1 Public Meeting Open House 



3 Community Events 

(e.g. Taste of Douglasville, Hydrangea Festival, Fall Festival, others?)

Draft Schedule



2019

TASK	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1: Project Management								
2: Stakeholder and Public Engagement								
3: Inventory and Assessment								
4: Recommendations								
5: Documentation								



Douglasville Kickoff Summit



PMT Meeting



Community Event



Public Open House



Draft Deliverable

Outcomes



- Project, Policy, and Program Recommendations
- Prioritization
- Funding Projections
- 5-year Fiscally Constrained Plan of Action
- Areas of Interest?

Thank You



- Michael Kray
 - 404-978-7620
 - michael.kray@Jacobs.com



REQUEST FOR QUALIFICATIONS

City of Douglasville Comprehensive Transportation Plan (CTP) Update

PROFESSIONAL TRANSPORTATION DESIGN SERVICES

Prepared by:

**City of Douglasville
Community Development Department
Planning Division
Michelle Wright, Planning Manager
(678) 449.3052
wrightm@douglasvillega.gov**

TABLE OF CONTENTS

INTRODUCTION.....	3
DEFINITIONS	3
SCOPE OF SERVICES.....	3
STATEMENT OF QUALIFICATIONS SUBMISSION	3
ACCEPTANCE OF QUALIFICATIONS	4
CRITERIA FOR SELECTION	5
SELECTION PROCESS	5
SCHEDULE	5

I. INTRODUCTION

The City of Douglasville is soliciting qualifications from engineers with experience in comprehensive transportation plan (CTP) updates.

II. DEFINITIONS

Consultant

For the purpose of this Request for Qualifications, “Consultant” shall mean an engineer/architecture/landscape architecture firm or team.

City

For the purposes of this Request for Proposals, “City” shall mean the City of Douglasville, Georgia, personnel or designated representatives, including the City.

III. SCOPE OF SERVICES

The consultant shall prepare a 10-Year Comprehensive Transportation Plan (CTP) Update for the City of Douglasville’s Plan in compliance with the Atlanta Regional Commission’s requirements and complete the update prior to December 30, 2019.

Proponents shall submit a proposed timeline with listed services, and a proposed consultant fee as part of the statement of qualifications.

IV. STATEMENT OF QUALIFICATIONS SUBMISSION

Proponents shall submit a statement of qualifications as outlined below. Responses should be limited to 30 pages, with a minimum of a 12 point font. The cover page, table of contents, and dividers will not be counted.

SUBMITTAL DEADLINE

Statements of qualifications should be submitted in a sealed envelope clearly marked with “**Douglasville Comprehensive Transportation Plan Update**” and the name of the consultant to:

City of Douglasville
6695 Church Street
Douglasville, GA 30134
Attention: Michelle Collings

A. REQUIRED COPIES

Five (5) bound copies and one (1) electronic copy of the statement of qualifications must be submitted **no later than 2:00 p.m. on Thursday, April 18, 2019** to the address above. Any submittals received after this date will not be accepted. All copies of the statement of qualifications shall be signed in ink by an individual who has authorization to commit the proponent's resources.

B. REQUIRED INFORMATION

The following items should be included in any statement of qualifications:

- a. Firm Description: Describe the proponent's areas of expertise, length of time in business, number of employees, address, telephone number, and other information that would help to characterize the proponent's. Include a list of the proponent's current hourly rates by employee classification, in case additional services are necessary.
- b. Project Team: Provide professional resumes and credentials for each of the key people who would be assigned to this project and describe relevant related experience. Identify a proposed project manager who would be the primary point of contact between the proponent and City's project manager or the City.
- c. Similar Experience: Describe similar work performed in the past five (5) years. For each project mentioned, include the name, address, and phone number of a person who can be contacted regarding the proponent's performance.
- d. References: Provide three (3) recent references with complete contact information.
- e. Timeline and Cost: Provide a timeline for completion of the work and proponent's fee for the project.

V. ACCEPTANCE OF QUALIFICATIONS

The City reserves and holds the following rights and options:

To reject any or all proposals;
To re-advertise if deemed necessary;
To interview proponents prior to making a selection;
To issue subsequent requests for qualifications;
To not negotiate or contract for the services;
To approve, disapprove, or cancel all work to be undertaken; and,
To designate another public body, agency, group, or authority to act in its behalf for the contract negotiations.

Equal opportunity: The City of Douglasville is an equal opportunity employer and will select a successful proponent without regard to disability, race, sex, religion, or national origin.

VI. CRITERIA FOR SELECTION

The following criteria, as a minimum, will be used to evaluate qualifications:

- A. Nature and quality of current and of previously-completed related work;
- B. Qualifications of proponent's personnel;
- C. Commitment to complete work on a timely basis;
- D. Comments from client references;
- E. History of satisfactory performance of services; and
- F. Intangible factors.

VII. SELECTION PROCESS

The Selection Committee will recommend a maximum of three (3) top finalists who may be interviewed by the Mayor and City Council. The Selection Committee will evaluate proposals based on the following criteria:

- | | |
|--------------------------|-------|
| a. Proponent Description | (20%) |
| b. Project Team | (25%) |
| c. Similar Experience | (30%) |
| d. References | (15%) |
| e. Propose Timeline | (10%) |

VIII. SCHEDULE

Statements of Qualifications Due	April 18, 2019 at 2:00 p.m.
Evaluation of Qualifications	Approximately 2 Weeks
Consultant Selected	Approximately 2 Weeks

The City of Douglasville reserves the right to adjust this above timetable during selection process. Submission of a proposal does not guarantee an interview or selection. City of Douglasville reserves the right to reject all proposals and to reject any unresponsive or non-responsible proposals.



Qualifications to Provide
PROFESSIONAL SERVICES FOR A

Comprehensive Transportation Plan Update

for the City of Douglasville



RFP 2019-005 • April 18, 2019

April 18, 2019

Michelle Collings
City of Douglasville
6695 Church Street
Douglasville, GA 30134
Subject: City of Douglasville Comprehensive Transportation Plan (CTP) Update, RFP 2019-005

Dear Ms. Collings:

The City of Douglasville is a vibrant and growing community. In an effort to address recent growth and encourage future development, the city has completed a number of other planning studies since the first Comprehensive Transportation Plan (CTP) was developed. These previous planning efforts include the 2013 Comprehensive Plan Update, the Douglasville LCI 5-year Update, the Downtown Master Plan, the Comprehensive Parks and Recreation Master Plan, and the Unified Development Ordinance. We see this update to the CTP as a perfect opportunity to align transportation investments with the established goals and objectives from these ambitious plans.

We are pleased to submit this proposal for the opportunity to update the Douglasville CTP. We have assembled an efficient team of planning professionals armed with in-depth local knowledge and extensive CTP experience. Jacobs is currently providing professional services with the Department of Community Development. We are excited for the opportunity to work with you to develop a **Path to Success** for investment in transportation infrastructure in the City.

Jacobs Engineering Group Inc. has been involved in transportation planning, design, and implementation in the Atlanta metro region for more than 30 years. We have worked with nearly every county, most of the major cities, and the major regional and state agencies that plan and implement transportation improvements. Our experience with updates of similar CTPs across metro Atlanta, most recently for the City of Fayetteville, Fayette County, Athens-Clarke County, and Forsyth County, benefits you by bringing the best practices to Douglasville. We will begin your project with a running start, applying our knowledge of the technical elements, local dynamics, and planning processes integral to this effort.

We are proposing Michael Kray as Project Manager because of his **proven track record** in transportation planning, in-depth knowledge of the CTP process, and ability to incorporate the community's vision into a realistic and attainable plan of projects.

We are truly excited about this opportunity to continue working with the City of Douglasville and your community and thank you for your consideration of our enclosed proposal. Should you have any questions or comments, please contact me at 404-978-7385 or Daveitta.Jenkins.Knight@jacobs.com.

Sincerely,



Daveitta Jenkins Knight
Sr. Director, Buildings and Infrastructure Division

Table of Contents

a. Firm DescriptionPage 1

b. Project TeamPage 3

c. Similar Experience.....Page 12

d. References.....Page 21

e. Time and Cost.....Page 22

Qualifications to Provide
PROFESSIONAL SERVICES FOR A

Comprehensive Transportation Plan Update for the City of Douglasville



Firm Description

RFP 2019-005 • April 18, 2019



a. Firm Description

Jacobs provides pre-design strategies and design services for a range of public and private sector clients. Guided by our strategic thinking and interactive process, we help clients achieve their objectives and goals to prepare for future change. While global in reach, Jacobs is proud of our presence and impact in the Atlanta area. We have been involved in visioning, master planning, urban design, transportation planning, and implementation in the Atlanta metro region for more than 30 years. We have worked with nearly every county, most of the major cities, and the major regional and state agencies that plan and implement transportation improvements. We have more than 400 staff located in our Georgia offices including more than 40 transportation and traffic planning and design experts. Our local transportation team includes professionals in the areas of transportation planning, environmental permitting and planning, roadway and bridge design, drainage and erosion control, land use and comprehensive planning, GIS services, traffic engineering, and construction inspection.

Jacobs has a long history of working with communities to guide their future investments and enhance their assets. Our experience in developing county Comprehensive Transportation Plans (CTPs) across metro Atlanta includes Fayette, Forsyth, Cobb, Henry, Paulding, North Fulton, Paulding, and Barrow counties. In addition, we have provided a variety of planning services for municipalities and Community Improvement Districts (CIDs) throughout the Atlanta region. These services include comprehensive land use planning and zoning, performance-based planning, traffic and safety assessments, corridor studies, modal and transit planning, planning for multi-use path networks, congestion management, expanded street grids, cost estimation, and much more.

Through our prior planning work and ongoing on-call planning services for the City of Douglasville, Jacobs is intimately familiar with the existing plans that have set the community's vision and are guiding growth, current development trends and zoning, and the city's transportation system. We assisted in the development of the previous City of Douglasville CTP that has been guiding transportation investment for the past ten years.

With 2018 revenues of more than \$15 billion, we are one of the world's largest and most diverse providers of professional and technical services. Founded in 1947, we serve a large array of companies and organizations, including government,

Contact Information

Lead Firm: Jacobs Engineering Group Inc.
Office: 10 Tenth Street NW, Suite 1400
 Atlanta, GA 30309
Contact: Michael Kray
Phone: 404.978.7620
Fax: 404.978.7660
Email: Michael.Kray@jacobs.com
Website: www.jacobs.com



commercial, industrial, corporate, and institutional clients across multiple markets and geographies. With an integrated network of more than 80,000 employees in locations worldwide, we provide our clients with the high-quality services of a global firm delivered through our local, multi-disciplined teams. We have the depth of resources and financial stability to guarantee that our projects are completed to a high degree of client satisfaction. We have a proven track record and are committed to delivering quality work on-time and on-budget.

Hourly Rates by Employee Classification

Employee Classification	Hourly Rate
Project Manager	\$115.59
Strategic Advisor	\$154.88
Senior Planner	\$111.16
Planner	\$59.22
Senior Engineer	\$103.43
Engineer	\$63.64

Qualifications to Provide
PROFESSIONAL SERVICES FOR A

Comprehensive Transportation Plan Update for the City of Douglasville



Project Team

RFP 2019-005 • April 18, 2019



b. Project Team

The City of Douglasville CTP 10-Year Update requires a team that understands the local context, has proven successful experience, and is committed and available to deliver a plan that will guide and support Douglasville's transportation policy and investments for years to come. We have assembled a focused and multi-disciplinary team of transportation and planning professionals that is prepared to perform this plan update efficiently utilizing our local knowledge, experience in delivering CTPs, and history of effectively working together on numerous projects.

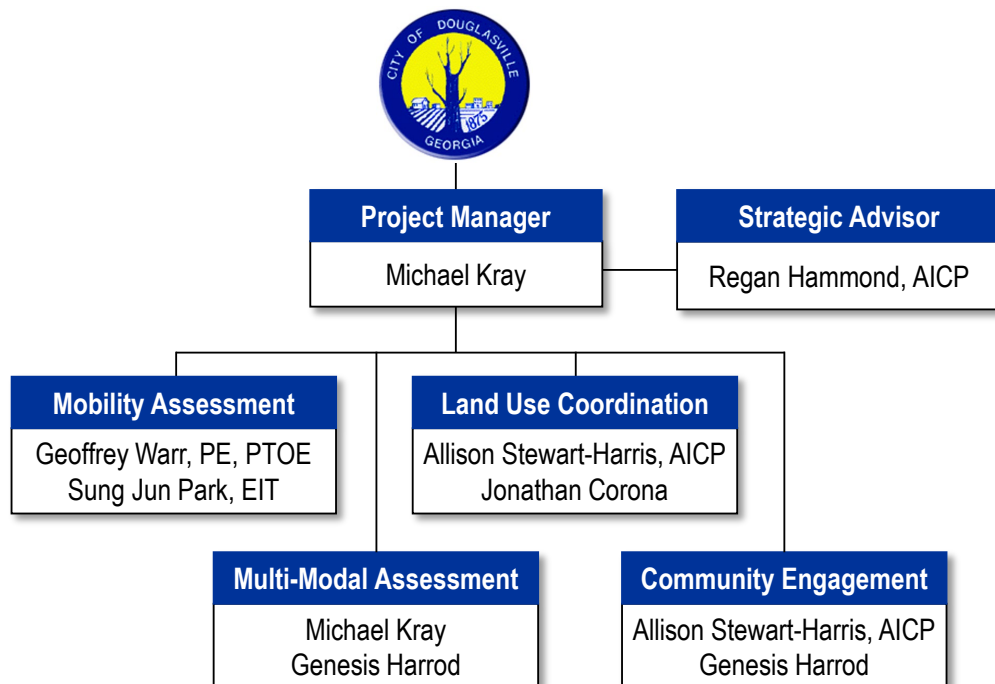
Michael Kray serves as your project manager and primary point of contact for the study. Michael's project management experience with Jacobs includes leading CTPs in Henry County, Forsyth County, and most recently in Fayette County. In addition, he has managed corridor studies, modal plans, subarea studies, and on-call planning contracts. Prior to joining Jacobs, Michael was the CTP program manager at ARC; this experience will ensure the Douglasville CTP adheres to ARC's requirements.

Allison Stewart-Harris, AICP, Jonathan Corona, and Genesis Harrod bring an intimate understanding of the City of Douglasville through their recent experience providing the city with on-call planning support. In addition, Allison and Jonathan will help ensure this plan is developed in a coordinated manner to support and enhance land use and future growth in Douglasville.

Geoff Warr, PE, PTOE, lead traffic engineer on our team, works with our planners regularly on CTPs, corridor studies, and other transportation-focused plans. He is familiar with the planning process and brings this experience to the City of Douglasville as Mobility Assessment task lead.

We are proposing a small, focused Jacobs team with no other partner firms. As a full-service planning and engineering firm, we are able to perform all work with staff in our Atlanta office. This allows us to work efficiently, which benefits the City of Douglasville with a lower cost, responsiveness to your needs, and quality deliverables.

Team Organization





Michael Kray, Project Manager & Multi-Modal Assessment

Michael is a project manager and senior transportation planner with 13 years of experience in the planning industry in both the private and public sectors. His planning experience includes long-range comprehensive transportation planning, project evaluation, transportation financing, community engagement, program administration, active transportation, freight and logistics, development review, and access management. Michael began his career working in the ARC's Long Range Planning division, contributing to the development of the Regional

Transportation Plan. Since joining Jacobs in 2015, Michael has served as project manager on a number of long-range planning studies across the Atlanta region. Michael serves on the board of the Georgia Planning Association. As chair of the Policy and Advocacy Committee, he works with committee members to monitor state legislation affecting the field of planning.

Relevant Experience

Fayette Transportation Plan and Master Path Plan, Fayette County, GA. Project Manager. The Fayette County Transportation Plan and Master Path Plan was a two-part planning process conducted concurrently. The Transportation Plan defined county-wide goals, needs, and priorities for multi-modal mobility in and around Fayette County. This process involved close coordination with the cities of Brooks, Fayetteville, Peachtree City, Tyrone, and Woolsey and other partner agencies. The plan was informed by existing comprehensive plans which strengthen the connection between land use and transportation planning. The resulting plan will guide capital investment decisions for the county and its municipalities. The Master Path Plan defined a framework for expanding the trail network beyond its current extents in Peachtree City to connect with the cities of Fayetteville and Tyrone, and other activity centers county-wide. Both projects have the common goals of improving the county's transportation network, making the community more livable and healthy, and strengthening the economy for all members of the community by developing transportation plans focused on the community's issues and needs.

Forsyth County Comprehensive Transportation Plan, Forsyth County, GA. Project Manager. As Project Manager for this county-wide transportation plan, Michael was responsible for scope, schedule, and budget duties including procurement activities, work assignments, quality control, and ensuring timely deliverables. He oversaw development of a multi-modal plan recommending improvement projects for active transportation, roadways, freight, and transit. This five-year update defines county-wide goals, needs, and priorities for multi-modal mobility in and around Forsyth County. The recommendations include a financially constrained project list that serves as the foundation of the county's short-term work program and as the main project source for SPLOST funding. The Forsyth County Transportation Plan was adopted in October 2018.

Henry County Joint County/Cities Comprehensive Transportation Plan Update, Henry County, GA. Project Manager. Michael was responsible for scope, schedule, and budget management including work assignments, quality control, and ensuring timely deliverables. Michael oversaw the development of this multi-modal plan recommending improvement projects for roadways, freight, active transportation, and transit. With Henry County having the fifth highest truck average daily traffic, this plan included in-depth analyses and recommendations geared towards supporting freight generating land uses and recommendations to support efficient and safe freight movement.

Barrow County Comprehensive Transportation Plan, Barrow County, GA. Financial Analysis Task Lead. Michael worked as the financial analysis task lead for this countywide transportation plan. This included coordination with the client project manager, county Chief Finance Officer, budgeting, and SPLOST department. Michael analyzed five years of County budgets, comprehensive annual

financial reports, and SPLOST receipts. Michael also coordinated with the GDOT Office of Local Grants to obtain past LMIG funding allocations. This effort was key to developing a fiscally constrained five-year action plan for transportation improvements.

North Fulton Comprehensive Transportation Plan, Fulton County, GA. Jacobs Project Manager / Transit Planning Lead. Jacobs acted in a subconsultant role on the update to the transportation plan for the cities of North Fulton County. As the Jacobs project manager, Michael was responsible for managing staff resources for the development of the transit element of the plan as well as leading development of project recommendations and project prioritization.

South Fulton Parkway Corridor Plan, Fulton County, GA. Transportation Planner. The South Fulton Parkway corridor represents one of the most significant development opportunities in the Atlanta region. Jacobs was hired to help Parkway stakeholders come to consensus on a future vision for land use and transportation along this corridor that ranges from high-intensity industrial to rural. The plan developed three concepts based on existing studies and stakeholder input and through a two-week charrette process, a single preferred alternative was identified. Michael was responsible for traffic analysis and played a key role in public engagement activities.

Athens Clarke County Unified Government Bicycle/Pedestrian Master Plan, Athens, GA. Project Manager. In partnership with Toole Design Group, Michael served as the Jacobs project manager for the Bike Ped Masterplan for ACCUG. Jacobs, in a subconsultant role, established performance measures, assisted with public outreach, provided fieldwork, contributed to the assessment of the existing bicycle and walking network, performed a gap analysis, identified origins and destinations, and developed order of magnitude cost estimates.

Airport West CID - Buffington Road Traffic Study, Fulton County, GA. Deputy Project Manager. This corridor study between US 29 and Flat Shoals Road looked at short and long-term ways to address traffic congestion, safety concerns, and pedestrian accessibility. Michael coordinated internal work assignments, quality control, and timely deliverables for this study. The planning process included traffic counts, Synchro traffic analysis, pedestrian safety analysis, project identification, cost estimating, and documentation. This project required careful coordination with GDOT, Fulton County, and the CID.

Education

- Master of Public Administration, Georgia State University
- Bachelor of Arts, History, The University of Iowa



Regan Hammond, AICP, Strategic Advisor

Regan brings 18 years of experience in the transportation industry and is highly familiar with local, regional, state, and federal planning policy, processes, and funding. She serves as Jacobs' Georgia Environmental/Planning Department Manager and has a proven track record of generating and implementing practical, creative approaches to achieving goals and desired outcomes on a variety of multi-modal transportation planning and design projects. With her expertise in

intergovernmental coordination, policy development, funding identification, strategy alignment, and successful grant writing, she effectively creates community and implementation partner consensus that allows projects to move from planning to the implementation stage successfully. Regan has successfully managed and executed regional transportation programs and projects in the areas of long- and short-range multi-modal transportation planning, project implementation, smart cities, transit planning and service coordination, bicycle and pedestrian planning, and transportation demand management.

Relevant Experience

Fayette County Comprehensive Transportation Plan and Master Path Plan, Fayette County, GA. Project Principal. Regan provided client relationship support, quality assurance and quality control oversight, and stakeholder and public engagement support for this update to the county's multi-modal long-range CTP and master multi-use path plan that incorporated and aligned with regional planning goals and strategies.

Cartersville-Bartow MPO Long-Range Transportation Plan, Cartersville, GA. Deputy Project Manager. Regan led development of socio-economic data forecasts, coordinated travel demand modeling with GDOT, performed existing conditions, needs assessment and financial analyses, developed the performance-based project list, and led project-supportive policy development.

Martin Luther King, Jr. Drive Multi-modal Improvements, City of Atlanta, GA. Planning and Policy Lead and Primary Grant Writer. Served as the planning lead for this multi-modal corridor study and design project, including relating City land use and transportation policy to the concept development process and providing significant assistance in writing grant applications that resulted in the successful TIGER 8 award of \$10 million from USDOT to support project implementation.

PLAN 2040 Regional Transportation Plan, Atlanta, GA. ARC Staff Lead. Served as the ARC's staff lead for the coordination and development of the Atlanta region MPO's federally-required, \$63 billion long-range regional transportation plan for the 18-county MPO area. This included schedule setting, policy and plan management strategy development, project identification and assessment, outreach and consensus building with stakeholders and partner agencies, facilitating senior team and managing staff resources, and consultant contract supervision.

Atlanta Region Bicycle Transportation & Pedestrian Walkways Plan, Atlanta, GA. Project Manager. Served as project manager for development of a policy- and project-oriented plan to coordinate and implement non-motorized transportation infrastructure and programs in the Atlanta region. The plan served as the bicycle and pedestrian element of the Regional Transportation Plan and had to be coordinated with the long-range planning process. The plan identified a regional bicycle network of on- and off-road facilities and a focused pedestrian network centered on regional activity centers. This allowed the MPO to prioritize funding for bicycle and pedestrian-oriented improvements cost effectively.

Education and Registration

- Bachelor of Arts, Geography, University of North Carolina at Chapel Hill
- American Institute of Certified Planners



Genesis Harrod, Multi-Modal Assessment & Community Engagement

Genesis is a traffic and transportation planner and engineer with a background in transportation planning, transit planning, engineering, and mathematics. Genesis' planning and engineering experience includes corridor planning, arterial analyses, transportation planning studies, short and long-range transit planning, traffic operations, and community engagement throughout Georgia and Florida. She has particular professional experience with Developments of Regional Impact (DRIs) and CTPs.

Relevant Experience

City of Douglasville Planning and Zoning Staff Augmentation, Douglasville, GA. Transportation Planner. Genesis was responsible for the review and coordination of information for proposed development in the City of Douglasville, ensuring that all land use and development proposals conform to the City's Comprehensive Plan and Code of Ordinances, and provided professional, technical, and administrative support to the City. Genesis participated in rewriting the Unified Development Code Ordinance for the City of Douglasville.

Fayette County Comprehensive Transportation Plan, Fayette County, GA. Transportation Planner. Genesis was responsible for demographic analysis, financial analysis, GIS production, project prioritization, and creating infographics. Genesis also conducted all transit & Human Services Transportation work for the plan. This plan creates the long-term vision for transportation in Fayette County and the identified projects will be used to create a SPLOST list for implementation.

Forsyth County Comprehensive Transportation Plan, Forsyth County, GA. Transportation Planner. Genesis was responsible for demographic analysis, financial analysis, GIS production, and creation of infographics for the CTP. This plan defines county-wide goals, needs, and priorities for multi-modal mobility, including a financially constrained project list.

Fayetteville Master Path Plan, Fayetteville, GA. Transportation Planner. Genesis was responsible for demographic and financial analysis, GIS analysis and production, project prioritization, and creation of infographics. This plan creates the short, medium, and long-term vision for bicycle and pedestrian transportation in Fayetteville to achieve its vision as a walkable, livable community.

Midtown Traffic Operations Program, Atlanta, GA. Traffic Engineer. Genesis was on a team tasked with recommending or not recommending signalizing intersections to the client. to reduce traffic congestion and improve access and safety in Midtown through traffic signal improvements and intersection analyses.

Education

- Masters of Urban and Regional Planning, University of Florida
- Masters of Civil Engineering, University of Florida
- Bachelor of Arts, Mathematics, University of Florida



Allison Stewart-Harris, AICP, Land Use Coordination & Community Engagement

Allison is a senior planner with a broad range of expertise in developing livable, memorable places. Over the course of her career, she has assisted communities nationwide in developing large-scale plans for transportation, parks, and public space systems, all of which have included robust public engagement components. She currently works with the City of Douglasville as the Interim Zoning Administrator.

Relevant Experience

City of Douglasville Staff Augmentation, Douglasville, GA. Planner. Allison currently serves on the staff at the City's Community Development office, reviewing zoning permits and development applications, performing zoning verifications, and supporting the office on general planning tasks as needed.

City of Douglasville Unified Development Ordinance (UDO) Rewrite, Douglasville, GA. Senior Planner. The City recently underwent an effort to reorganize and streamline its UDO to become more user-friendly and encourage quality development. Allison was part of the project team as a senior planner. Provisions in the new UDO will affect the City's transportation network, including components that will require greater pedestrian connectivity.

South Fulton Parkway Corridor Plan, Fulton County, GA. Planner/Project Manager. Allison worked with multiple jurisdictions to develop a single vision for transportation and land use along an under-utilized roadway corridor. Process included an intensive two-week charrette of public engagement. The plan received an Honorable Mention for an Outstanding Planning Document from the Georgia Planning Association in 2017.

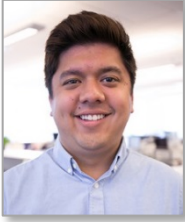
City of Buford Comprehensive Plan Update, Buford, GA. Project Manager and Planner. Buford is a community experiencing phenomenal growth. Allison is leading the City's update to its Comprehensive Plan including multiple engagement techniques such as on-the-spot events and online surveys.

City of Norcross Comprehensive Plan Update, Norcross, GA. Planner. One of the most diverse communities in the region, Allison is leading the update of Norcross' Comprehensive Plan. The process has included a monthly steering committee meeting, on-the-spot engagement, online surveys, and public workshops.

City of Snellville Comprehensive Plan and LCI Update, Snellville, GA. Planner. Currently underway, Allison is part of the planning team updating the City's Comprehensive Plan and plans for its Downtown Center. Engagement has included regular steering committee meetings, on-the-spot engagement, online surveys, and public open houses.

Education and Registration

- Master of City and Regional Planning and Certificate in Historic Preservation, University of Pennsylvania
- Bachelor of Arts, History, Rice University
- American Institute of Certified Planners



Jonathan Corona, Land Use Coordination

Jonathan is a planner focused on the development of comprehensive plans and ordinances. He conducts research, organizes public engagement events, and creates user-friendly documents. Jonathan uses skills in systems thinking, data interpretation, and visual communication. He is passionate about building on strengths of communities to enhance their economies and overall functionality.

Relevant Experience

City of Douglasville UDO, Douglasville, GA. Planner. The City of Douglasville is strengthening their zoning and development regulations to implement their vision for the future of the community. To assist in ensuring that those guidelines and processes are user-friendly, Jonathan is involved in the organization of Steering Committee meetings, technical review, updating technical illustrations, and revising the zoning map.

City of Douglasville Community Development Department Program Services, Douglasville, GA. Planner. Residents, developers, city staff, and elected officials identified a need to assess operations within Douglasville's Community Development Department and to improve programs to better serve constituents in the development process. Jonathan worked with project team members to create an Operational Manual for optimized department procedures and its leaders.

City of Buford, Comprehensive Plan Update, Buford, GA. Planner. The City of Buford is in the midst of its 5-year Comprehensive Plan Update. This time around, capturing more of the community's assets, such as its historic and cultural resources, to leverage its future as a competitive municipality in the Metro Atlanta Area. Jonathan is involved with Steering Committee meetings, pop-up events, and assembling the updated document.

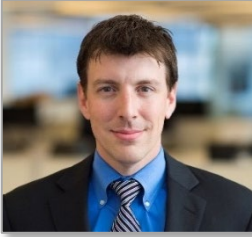
City of Norcross Comprehensive Plan Update & UDO, Norcross, GA. Planner. With one of the most diverse communities in the area, Norcross is working to update its Comprehensive Plan to further include the wide array of cultures and improve social connections within the City. The City is also tightening their zoning regulations and development code into one Unified Development Ordinance. Jonathan's role in the project includes public engagement and technical review.

City of Snellville Comprehensive Plan Update. Snellville, GA. Planner. Snellville is a traditional suburban looking to establish an inviting, family-friendly town center as a central goal of its Comprehensive Plan. Jonathan conducted the Existing Conditions Update, analyzing key conditions and opportunities for the city to address.

Roswell Unified Development Code Revisions, Roswell, GA. Organizer. Roswell Planning & Zoning staff composed a list of items from the existing Unified Development Code (Articles 1-12) to better suit the needs of citizens and property owners. Staff continuously engaged with the public to gain insight on regulations that would be sent to the Mayor and City Council for further consideration and approval. Jonathan compiled all relevant information and assisted the Planning & Zoning Director in preparing text amendments for review by city council.

Education

- Master of Community Planning, Auburn University
- Bachelor of Environmental Design, Auburn University



Geoffrey Warr, PE, PTOE, Mobility Assessment

Geoffrey has 12 years of experience in traffic and transportation engineering. His expertise includes corridor evaluations, safety studies, signal timing, Synchro modeling, Development of Regional Impact Studies, school access/circulation studies, roundabouts, traffic calming, and parking studies. Geoffrey has extensive public involvement experience, having participated in and presented at numerous public events including city council meetings, county commission meetings, and neighborhood/community meetings.

Relevant Experience

Fulton Industrial Boulevard On-Call Planning, Atlanta, GA. Traffic Engineer. Providing intersection traffic studies as part of Jacobs' professional planning and program management services for the Fulton Industrial Boulevard CID.

Monroe Drive / Boulevard Complete Streets, Atlanta, GA. Traffic Engineer. The project identified existing safety and congestion issues and developed corridor improvements to improve mobility and safety for all users. Obtained and analyzing existing traffic data to help develop recommended improvements along the corridor.

Johnson Ferry Road and Mt. Vernon Highway Design Alternatives Report, Sandy Springs, GA. Traffic Engineer. This report analyzed the traffic operations for various design alternatives along Johnson Ferry Road and Mount Vernon Highway. This project consisted of intersection improvements, including two configurations for dual roundabouts and a street grid alternative.

SR 6 Widening and McCaysville Truck Bypass Traffic Study, Fannin County, GA. Traffic Engineer. Made planning-level recommendations on where to transition from four-lane to two-lane section on 12-mile long corridor from Blue Ridge, GA to Copper Hill, TN. Prepared traffic study to determine intersection delays, arterial speeds, and level of service, and recommendations to enhance operations and safety for the future opening of the 8-mile portion from SR 515 to McCaysville.

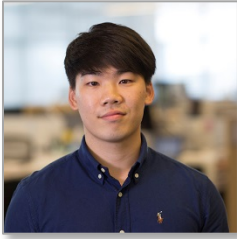
SR 28 (Furys Ferry Road) Widening (GDOT), Columbia County, GA. Traffic Engineer. This report projected traffic volumes and analyze the traffic operations for various design alternatives at key intersections along the SR 28 (Furys Ferry Road) project. A roundabout feasibility study was prepared to evaluate configuration and operations at three intersections within the corridor.

SR 4, Richmond County, GA. Traffic Engineer. Jacobs analyzed existing and future traffic conditions for SR 4/Deans Bridge Road (which provides a major connection between Fort Gordon, I-520, and downtown Augusta) to assess capacity improvements along the corridor included within the Augusta-Richmond County Planning Commission's FY 2013-2016 Transportation Improvement Program. Recommendations were also made to address the high crash rates and future needs along the corridor.

Downtown Traffic Operations Program (DTOP), Atlanta, GA. Traffic Engineer. DTOP consists of actively managing more than 150 traffic signals in downtown Atlanta. Geoffrey assisted in field implementation of the latest signal timing plans and fine-tuning of timing to improve corridor flow and reduce pedestrian delays. In addition to normal weekday and weekend timing plan, Geoffrey participated in fine tuning special event plans. We collect performance measures to assess system operations, including travel time runs, traffic counts, and walking and biking studies.

Education and Registration

- Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- Professional Engineer, Georgia
- Professional Traffic Operations Engineer



Sung Jun Park, EIT, Mobility Assessment

Sung is an engineer specializing in traffic engineering. His expertise includes traffic operation analysis and simulation modeling using VISSIM, SIDRA and Synchro to conduct operations and sensitivity analysis, as well as collaborating different microsimulation software and traffic analysis tools to minimize limitations of each program in signal timing optimization and operation analysis. His background also includes traffic signal operations using MaxView, GDOT's

NaviGator, ATSPM, RITIS, and TEAMS; and driver safety analysis using the Driving Simulator and statistical analysis.

Relevant Experience

GDOT Prioritized Regionwide Signal Retiming Services - Ramp Meter Retiming Task Order, Metro Atlanta, GA. Traffic Engineer. This on-call IDIQ task order contract supports GDOT's Office of Traffic Operations with signal-related needs. For a task order to upgrade and optimize volume-based ramp metering for the 185 ramp meters along Georgia's interstate highways, Sung implemented and fine-tuned retimed ramp meters through MaxTime and CCTV.

GDOT Regional Traffic Operations Program (RTOP2), Metro Atlanta, GA. Traffic Signal Operations Specialist. Sung monitored, reported, and troubleshot traffic signal operations in real time at GDOT's Traffic Management Center. For RTOP Zone 5 Emergency Timing Plan, he developed emergency detour routes and interchange timing plans, as well as analyzed crash patterns to aid in prioritizing emergency plans.

Midtown Traffic Operations Program, Atlanta, GA. Traffic Engineer. Jacobs provided traffic engineering services in support of the operation and maintenance of 117 traffic signals in a grid network in Midtown Atlanta. Sung's responsibilities included conducting and reporting travel time comparisons of 2018 against previous years.

Intersection Control Evaluations, GA. Traffic Engineer. Sung conducted intersection control evaluations (ICE) for the following projects: SR5 bypass, Bellville Road intersection improvement, and SR 31 at I-75 interchange improvement.

Old Alabama Road Bypass, Bartow County, GA. Traffic Modeling. This project is the widening and improvements of Old Alabama Road for five miles from SR 113/Rockmart Highway to Paga Mine Road and includes five bridges for three creek crossings, a new location alignment for a half mile segment, and the lowering of the mainline profile adjacent to the Cartersville Airport to allow for the construction of a bridge over Old Alabama Road. Sung conducted signal warrant and Synchro analysis.

Johnson Ferry Road and Mt. Vernon Highway, Sandy Springs, GA. Traffic Engineering. Sung conducted the roundabout feasibility study for this intersection improvement project at Johnson Ferry Road and Mt. Vernon Highway.

Gwinnett County Traffic Engineering Demand Services, Gwinnett County, GA. Traffic Engineering. Sung reviewed Gwinnett County MaxTime data based on previous TACTICS EPAC sheet.

Education and Registration

- Master of Science, Civil Engineering, Georgia Institute of Technology
- Bachelor of Science, Civil Engineering, Georgia Institute of Technology
- Engineer in Training, Georgia

Comprehensive Transportation Plan Update for the City of Douglasville



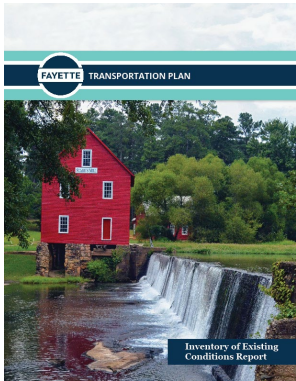
Similar Experience

RFP 2019-005 • April 18, 2019



c. Similar Experience

Fayette County Transportation Plan and Master Path Plan



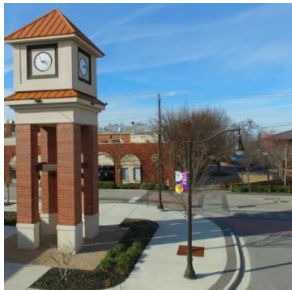
The Fayette County Transportation Plan and Master Path Plan project is a two-part planning process conducted concurrently. The Transportation Plan defines county-wide goals, needs, and priorities for multi-modal mobility in and around Fayette County, including close coordination with the cities of Brooks, Fayetteville, Peachtree City, Tyrone, and Woolsey, and other partner agencies. Additionally, the Transportation Plan development is being coordinated with the Atlanta regional planning process for incorporation into ARC's Regional Transportation Plan. The Master Path Plan defines a framework for expanding the trail network beyond its current extents in Peachtree City to connect with the cities of Fayetteville and Tyrone, and other activity centers throughout the county. Both projects have the common goals of improving the county's

transportation network, making the community more livable and healthy, and strengthening the economy for all members of the community by developing transportation plans focused on the community's issues and needs.

Completion Date: March 2019

Contact: Phil Mallon, Director, Fayette County Department of Public Works
140 Stonewall Avenue West, Fayetteville, GA 30214
770.320.6010 | pmallon@fayettecountyga.gov

City of Douglasville On-Call Planning Services



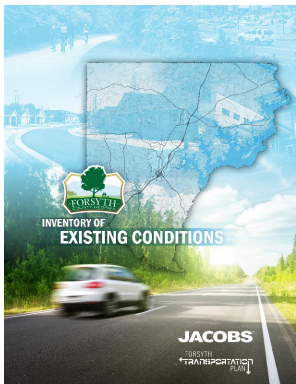
Looking to restructure their Community and Development Services (C&DS) Department, the City of Douglasville selected Jacobs to assist in reviewing current practices and to influence future decisions for the Department. The C&DS Department provides plan review and permitting for new development and redevelopment projects and provides general planning services for the City. Jacobs evaluated the Department's processes including plan review and approval work flow, organizational structure, staffing levels, and current planning codes and ordinances. The goal of this effort was to provide recommendations to the City on ways to improve their operations and efficiency

to better meet the needs of their customers. In addition, the project includes staff augmentation services and a review and rewrite of the City's Zoning Ordinance and Development Regulations.

Completion Date: Ongoing

Contact: Patrice R. Williams, Community Development Director,
City of Douglasville Planning and Zoning
6701 Church Street, Douglasville, GA 30134
678.449.3028 | williamsp@douglasvillega.gov

Forsyth County Comprehensive Transportation Plan Update



The Forsyth County CTP defines county-wide goals, needs, and priorities for multi-modal mobility in and around Forsyth County including a financially constrained project list that serve as the foundation of the county's short-term work program and as the main project source for SPLOST funding.

Jacobs utilized a data-driven planning process to complete this multi-modal transportation plan and coordinated that with ARC's regional performance-based planning process. Inputs included the regional travel demand model, INRIX speed information, traffic counts, GDOT crash data, funding projections, socioeconomic growth projections, current and future land use, walking propensity, and bicycle level of comfort. The comprehensive nature of Jacobs' data inputs allowed a thorough examination of the transportation network.

The objective data analysis was corroborated and supplemented with extensive public outreach. Community input was used to identify several new safety concerns, areas of congestion, development trends, and potential new roadway connections, and to refine the recommended project list. Public outreach efforts included kiosks at community events; stakeholder interviews; project website; press releases; and a broad-reaching social media campaign.

During the planning process, Jacobs updated the County Thoroughfare Plan. Forsyth County uses this element to identify strategically important roadways and as the basis for network improvements funded by Development Impact Fees. Other unique subtasks of this plan update included countywide traffic count collection and development of a Traffic Calming Policy Manual.

Completion Date: September 2018

Contact: Tim Allen, Assistant Director, Forsyth County Traffic and Transportation Engineering
110 East Main Street, Suite 120, Cumming, GA 30040
770.781.2165 | TLAllen@forsythco.com

City of Douglasville Unified Development Ordinance



The City of Douglasville hired Jacobs to assist in developing the city's Unified Development Ordinance (UDO), which included the review and integration of the zoning code, building code, and subdivision regulations into one cohesive document. Our thorough and detailed technical review of the existing code focused on identifying issues and compliance with the Comprehensive Plan, and strengths and weaknesses of all codes to be combined; we also thoroughly reviewed processes and procedures. We worked with a Technical Steering Committee forming one basis of reference for the rewrite of the code.

The new UDO retains a traditional land use district pattern for the city focused on eliminating nonconformities including land use and lot development standards. Standards were modified, where appropriate, to reduce the number of variance requests that were coming into the city and that were regularly being approved at the Board of Appeals level.

Processes and procedures were streamlined and detailed. Land uses were updated to the NAICS numbering system to be compatible with the issuance of building permits. The natural resource protection standards were updated to provide for a better set of standards to protect and preserve

environmentally sensitive areas. A new sign ordinance was developed that met the most recent federal guidelines in Reed. V. Town of Gilbert. Graphics and tables were introduced, where applicable, to avoid lengthy text and create a user-friendly document.

Jacobs also provided on-call staff assistance through the city's transition in employees, serving as staff planner and zoning administrator over a two-year period.

Completion Date: April 2019

Contact: Patrice R. Williams, Community Development Director,
City of Douglasville Planning and Zoning
6701 Church Street, Douglasville, GA 30134
678.449.3028 | williamsp@douglasvillega.gov

City of Fayetteville Master Path Plan



This project will create a master plan for the expansion of the multi-use path systems in the City of Fayetteville. The goal is to increase pedestrian and golf cart accessibility between residential and commercial developments, promote health and wellness, and potentially reduce vehicular traffic.

Completion Date: Ongoing

Contact: LaShawn Gardiner, City Planner,
City of Fayetteville
240 Glynn Street S, Fayetteville, GA 30214
770.461.6029 | lgardiner@fayetteville-ga.gov

Joint Henry County / Cities Comprehensive Transportation Plan Update



Jacobs updated the Joint County/Cities Comprehensive Transportation Plan (JCTP) for Henry County and the cities of Hampton, Locust Grove, McDonough, and Stockbridge through the 2040 horizon year. The plan built upon the initial JCTP and developed short-term and long-term solutions for transportation needs based on the level of overall need, available funding, and stakeholder and community input.

The plan addressed policies, programs, projects, costs, and potential funding sources. It was a true multi-modal plan incorporating recommendations for roadways, transit, active transportation, transportation demand management, and freight.

Community engagement was an important focus of this update. In addition to two rounds of public meetings, this project used a mix of innovative and cost-effective strategies such as social media, an interactive project website, online surveys, and roving kiosks at community events to engage a broad and inclusive sample of Henry County residents.

Due to Henry County's growth, increasing roadway congestion, and changing demographic characteristics, this study assessed the feasibility of adding fixed route transit service in the county. The Transit Feasibility Assessment incorporated a demographic analysis of transit propensity, a phone survey, an origin-destination analysis, and a transit visioning charrette. These tools resulted in a pilot program for a fixed bus route connecting the county's major population and employment centers. The process involved coordination with GRTA and MARTA and recommended new Xpress service to Atlanta Hartsfield-Jackson International Airport.

Jacobs, in a subconsultant role, assisted in the completion of multiple tasks including establishing performance measures, public outreach, fieldwork, assessment of the existing bicycle and walking network, gap analysis, identifying origins and destinations, and order of magnitude cost estimates. The resulting plan will guide capital investment decisions and will be incorporated into ACCUG design standards.

Completion Date: Ongoing

Contact: Brad Griffin, Planning Director, Athens-Clarke County Unified Government Planning Department
120 W. Dougherty Street, Athens, GA 30601
706.613.3515 | planning@accgov.com

Barrow County Comprehensive Transportation Plan



The project updated the existing CTP for unincorporated Barrow County and the cities of Auburn, Bethlehem, Carl, Statham, and Winder through the 2040 horizon year. The plan built upon the initial CTP and developed short-term and long-term solutions for transportation needs based on the level of overall need, available funding, and stakeholder and community input.

This CTP Update re-evaluated the previous CTP recommendations and their current status of development and implementation. Data from the previous CTP was updated based on newly available information and changes in trends. Based on the updated information, modifications were made to previous recommendations for projects and additional improvements were proposed. The plan addressed policies, programs, strategies, projects, schedules, responsibilities, costs, and funding sources needed to assure that Barrow County's transportation system adequately serves the travel needs of citizens in the short, intermediate, and long-range timeframes. This updated plan examined all modes of transportation and their interconnections to identify how the travel demand anticipated over the next 25-years can be best accommodated.

This CTP addressed connections between land use and transportation, giving consideration to the ability of recommendations to support local and regional land use plans. This CTP update was fully coordinated with, and will, in part, continue to serve as the transportation element of Barrow County Comprehensive Plans and the local cities.

The results of this CTP were incorporated into PLAN 2040, the ARC's overall long-range transportation plan for the Atlanta region. This is important because some of the recommendations from this update require federal funding for implementation, and PLAN 2040 served as the programming document for federal funds through the year 2040. ARC has since updated the long-range transportation plan, now called The Region's Plan, and the Barrow County CTP was used as input into it as well.

Completion Date: 2015

Contact: Darrell Greeson, Engineering Manager, Barrow County
233 East Broad Street, Winder, GA 30680
770.307.3000 ext. 3800 | dgreeson@barrowga.org

Paulding County Comprehensive Transportation Plan



The Paulding CTP effort served to update the initial CTP completed in 2008 for unincorporated Paulding County and the Cities of Braswell, Dallas, and Hiram through the 2040 horizon year. The plan built upon the initial CTP and developed short-term and long-term solutions for transportation improvements based on the level of overall need, available funding, and stakeholder and community input. This CTP update re-evaluated the previous CTP recommendations and their status of development and implementation. Data from the previous CTP was updated based on

newly available information and changes in trends. Based on the updated information, modifications were made to previous project recommendations and additional improvements were proposed.

This CTP update addressed connections between land use and transportation, while giving consideration to the ability of recommendations to support local and regional land use plans. This update was fully coordinated with, and will continue to serve as, the transportation element of the *Paulding County Comprehensive Plan*. The results of this CTP will be incorporated into the overall long range transportation plan for the Atlanta region developed by the Atlanta Regional Commission (ARC).

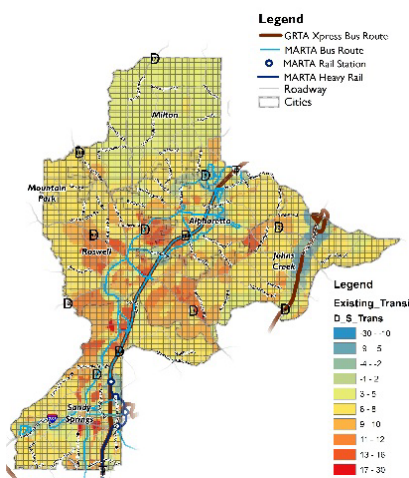
As one of the first CTP updates since the passage of MAP-21, this effort highlighted:

- **A focus on implementation.** A weakness of previous CTPs throughout the region is the lack of project detail in its recommendations and some of the projects were much undefined, which led to implementation issues. This is a major emphasis of the MAP-21 legislation.
- **Capitalizing on ARC data.** Since the development of the initial CTP in 2007, the ARC (through its CMP program) has invested in real-time data that can better assist in identifying operational deficiencies.

Completion Date: 2014

Contact: George Jones, Director, Paulding County Department of Transportation
240 Constitution Blvd., Dallas, GA 30131
770.445.4759 | Valerie.Shelnutt@paulding.gov

North Fulton Comprehensive Transportation Plan Update



The North Fulton CTP (NFCTP) sought to address economic prosperity, quality of life, and cross-jurisdictional collaboration through multi-modal transportation solutions. The plan was a joint effort between the Atlanta Regional Commission and the six North Fulton cities. It provided an opportunity for the municipalities to plan together while informing the regional transportation planning process. The NFCTP established a vision for North Fulton's transportation future.

As a subconsultant, Jacobs was tasked with providing transit analysis, contributing to a multi-modal scoring analysis, community engagement activities, project recommendations, cost estimates, and input into the implementation plan. The transit analysis was conducted in close coordination with the bicycle and pedestrian needs assessment to ensure that needed last-mile connections will be in place to enhance transit access.

Completion Date: January 2018

Contact: David Haynes, Senior Principal Planner, Atlanta Regional Commission
229 Peachtree Street, NE, Ste. 100, Atlanta, GA 30303
404.463.3100 | dhaynes@atlantaregional.org

Risk Assessment and Project Delivery Tool



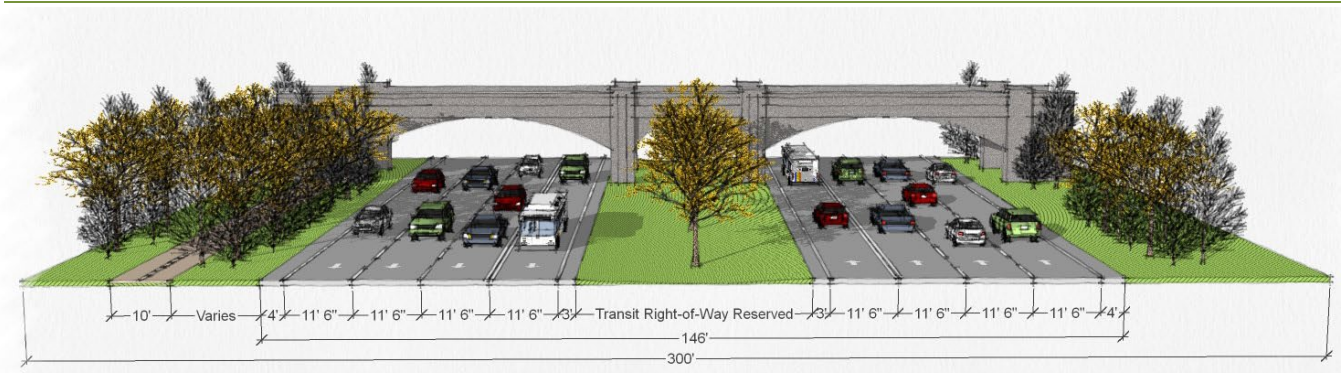
Working with ARC, Jacobs developed a systematic Risk Assessment and Project Delivery Tool for the ARC and project sponsors across the MPO to utilize before projects are incorporated into the federally required Transportation Improvement Program (TIP). We worked with GDOT, FHWA, FTA, ARC, and local

agencies/sponsors through a series of work groups to identify key risks that local sponsors should identify early and account for in their scope, schedule, and budget. We also looked at the environmental best practices of five other states across the country. We developed the tool to assist sponsors, from novice to experienced roadway delivery personnel, in identifying common project risks such as utility conflicts, environmental resources, public controversy, and federal properties. The tool assists ARC in better programming the overall TIP with realistic project schedules and project sponsors benefit from improved scopes of work and cost estimates for project concept development and design. ARC and project sponsors used the tool for the 2017 TIP Funding Application Process.

Completion Date: December 2015

Contract: Kofi Wakhisi, Esq., Atlanta Regional Commission
229 Peachtree Street, Suite 100, Atlanta, GA 30303
404.463.3100 | KWakhisi@atlantaregional.com

South Fulton Parkway Corridor Study



The South Fulton Parkway corridor represents one of the most significant development opportunities in the Atlanta region. It has also been the subject of multiple studies, all of which propose different visions for the area. Jacobs was hired to help Parkway stakeholders come to consensus on a future vision for the area. The primary task for Jacobs was to develop three concepts for the Parkway based on existing planning studies and stakeholder input.

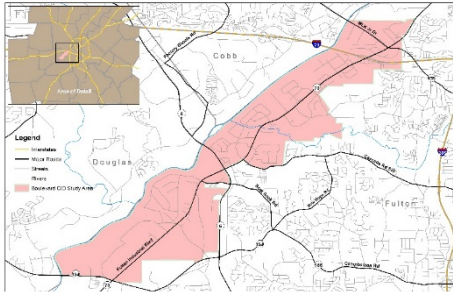
The three concepts ranged from the “Null” scenario, where the corridor would develop according to current zoning; the “Mega-Node,” which concentrated development into a new town of dynamic mixed uses; and the “Green Corridor,” which proposed a series of villages, hamlets, and employment opportunities woven into an extensive system of greenways and trails. Through a two-week charrette process that engaged stakeholders and the general public, a single concept was selected as the preferred alternative.

In 2017, the plan was awarded an Honorable Mention in the Outstanding Document category by the Georgia Planning Association.

Completion Date: December 2016

Contact: Allison Duncan, Principal Planner, Atlanta Regional Commission
229 Peachtree Street, NE, STE 100, Atlanta, GA 30303
404.463.3100 | aduncan@atlantaregional.org

Fulton Industrial Boulevard CID On-Call Planning



Jacobs has been retained to provide professional planning and program management services for the Fulton Industrial Boulevard CID. Work tasks include grant writing, RFP development, consultant selection, intersection traffic studies, stakeholder engagement, and project management.

Completion Date: Ongoing

Contact: Gil Prado, Executive Director,
Fulton Industrial Boulevard CID
5686 Fulton Industrial Boulevard SW, Atlanta, GA 30331
404.368.4929 | gil@boulevardcid.com

Gwinnett County Traffic Signal and ITS Demand Services Contracts



Under our engineering Demand Services contracts, Jacobs has provided traffic signal and ITS engineering support services. Through these contracts we have provided extension of staff services including responding to citizen service requests, signal retiming projects, traffic signal turn on, signal timing adjustments, and intersection analysis. In addition, Jacobs has prepared several signal modification plans and signing and marking plans for signalized intersections under the county's resurfacing program. We are currently working on ITS projects along SR 120, Sugarloaf Pkwy, and Cruse Rd to install new fiber and upgrade of existing fiber and installing CCTVs along these corridors. The project included a field inventory and verification of existing communications and signal equipment along the corridors.

Completion Date: Ongoing

Contact: Tom Sever, PE, Section Chief Traffic Signals and ITS,
Gwinnett County Department of Transportation
75 Langley Dr., Lawrenceville, GA 30046
678.639.8813 | tom.sever@gwinnettcountry.com

State Funded Government Estimator Contract Services



Jacobs is leading pre-PE authorization activities to assist GDOT in completing the Project Team Initiation Process (PTIP). Under this contract, Jacobs completes field evaluations; evaluates if project funding for all phases is adequate; identifies potential risks or conflicts for environmental, right-of-way, utilities, and other constraints; develops scopes of work; develops delivery strategies; interviews and gathers project data from a variety of GDOT offices and other stakeholders including local governments; and organizes all gathered information to present to the GDOT Project Manager.

Completion Date: Ongoing

Contact: Marshall Troup, Program Manager, GDOT

One Georgia Center, 600 West Peachtree, NW, Atlanta, GA 30308

404.631.1529 | MTroup@dot.ga.gov

Comprehensive Transportation Plan Update for the City of Douglasville



References

RFP 2019-005 • April 18, 2019



d. References

Joint Henry County / Cities CTP Update

Stacey Jordan Rudeseal, Chief Planner
Henry County Planning & Zoning
140 Henry Parkway
McDonough, GA 30253
sjordan@co.henry.ga.us
770.288.7526

City of Fayetteville Master Path Plan

LaShawn Gardiner, City Planner
City of Fayetteville Department of Community Development
240 Glynn Street S.
Fayetteville, GA 30214
lgardiner@fayetteville-ga.gov
770.461.6029

Fulton Industrial Boulevard CID Master Plan

Gil Prado, Executive Director
Fulton Industrial Boulevard CID
5686 Fulton Industrial Boulevard SW
Atlanta, GA 30331
gil@boulevardcid.com
404.368.4929

Comprehensive Transportation Plan Update for the City of Douglasville

















Timeline & Cost






RFP 2019-005 • April 18, 2019



e. Timeline and Cost

We are proposing an eight-month schedule. We believe this will allow adequate time for our team to perform the technical analysis, gather input from stakeholders and the public, produce documentation, and coordinate with the City of Douglasville throughout the plan's development. The following project timeline and cost structure are based on tasks typically found in the ARC CTP program.

2019								
TASK	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1: Project Management								
2: Stakeholder and Public Engagement								
3: Inventory and Assessment								
4: Recommendations								
5: Documentation								

 Douglasville Kickoff Summit
  PMT Meeting
  Community Event
  Public Open House
  Draft Deliverable

Task 1: Project Management

The Project Management task includes communication and coordination with the City of Douglasville and administrative items such as invoicing and progress reporting. The main methods of coordination will be Project Management Team (PMT) meetings, emails, and conference calls.

Task 2: Stakeholder and Public Engagement

The Stakeholder and Public Engagement task includes outreach and communication with important community stakeholders and the general public. The intent will be to let both groups know about the project and use them as a resource for identifying transportation-related issues in the City of Douglasville. We will also take recommendations back to the stakeholders and public for review and comment. The main methods of engagement will be a Stakeholder Advisory Committee, attendance at community events, an electronic survey, and a public meeting open house.

Task 3: Inventory and Assessment

The Inventory and Assessment task includes a thorough documentation of existing transportation assets in the City of Douglasville. The effort then turns to identifying issues, needs, and opportunities of the transportation system from a multi-modal perspective. This important task forms the basis for the project and policy recommendations developed in Task 4.

Task 4: Recommendations

The Recommendations task includes the development of project and policy recommendations to address the needs identified in Task 3. The recommendations accommodate all modes of transportation. The projects include planning level cost estimates, prioritization, and a fiscally constrained action plan for implementation.

Task 5: Documentation

The Documentation task includes a final recommendations report and an executive summary. The Executive Summary is in a format that can be easily communicated and shared online.

Proposed Fee

Task	Amount
Task 1: Project Management	\$6,495
Task 2: Engagement	\$12,296
Task 3: Inventory and Assessment	\$24,974
Task 4: Recommendations	\$18,541
Task 5: Documentation	\$11,808
Total Cost	\$74,114



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Legislation Text

File #: TMP-1504, **Version:** 1

Item 22-19-39 - Hold a public hearing and consider a request for a Special Land Use Permit for a religious institution or place of worship for 1.19 +/- acres zoned LI (Light Industrial District) at 6689 Parker Street located in Land Lot 17 District 1 Section 5A, Parcel 27. Application made by Zena Young, Word of Life Church.

Members Present:

Martin Raxton	Chairperson
Larry Toney	Vice-Chairperson
Jim Favret	
Ruth Morgan	
April Streetman	
Faye Dobbs Carter	

Members Absent:

None

City Staff Present

Allison Stewart-Harris	Interim Zoning Administrator
Yuying Huang	Planner I

I. Call to Order

Meeting Called to Order at 6:00PM

II. Approval of April 2, 2019 Zoning Board Minutes

Result:	Minutes Approved Unanimously
Mover:	Jim Favret
Seconder:	April Streetman
In Favor:	Larry Toney, Jim Favret, Ruth Morgan, April Streetman, Faye Dobbs Carter

III. Old Business

None

IV. New Business

A. Case PSLUP19-0006

Consider a request for a Special Land Use Permit for a Church or a place of worship for 1.19 +/- acres zoned IL (Light Industrial District) at 6689 Parker Street located in Land Lot 17 District 1 Section 5A, Parcel 27. Application made by Word of Life Church c/o Zena Young.

Recommendation:	Approval w/ Conditions
Condition(s):	Applicant must go before the Planning Commission if they chose to sublease the unit that the Church occupies.
Mover:	Jim Favret
Seconders:	Ruth Morgan
In Favor:	Larry Toney, Jim Favret, Ruth Morgan, April Streetman, Faye Dobbs Carter

V. Other Business

None

VI. Adjourn

Result:	Approved Unanimously; Meeting was adjourned at 6:20 PM
Mover:	Jim Favret
Seconders:	Larry Toney
In Favor:	Larry Toney, Jim Favret, Ruth Morgan, April Streetman, Faye Dobbs Carter

MEMORANDUM

TO: Mayor & City Council, City of Douglasville

FROM: Yuying Huang, Planner I

THROUGH: Allison Stewart-Harris, Interim Zoning Administrator
Jonathan Corona, Interim Zoning Administrator
Patrice Williams, Community Development Director

DATE: May 13, 2019

Subject: **PSLUP19-0006 – STAFF REPORT**

PREFACE

This application was submitted prior to the adoption of the Unified Development Ordinance and is subject to the requirements of the previous Zoning Ordinance.

PURPOSE

Applicant requests a special land use permit to establish a church or place of worship in the IL (Light Industrial) District.

Proposed Development: Church or Place of Worship

Site Address: 6689 Parker Street

Parcel Identification: Land Lot: 17 District: 1 Section: 5A Parcel: 27

Parcel Acreage: + / - 1.19 acres

Applicant: Zena Young. c/o Word of Life Church

Owner: Development Co of NW Georgia

Historic District: No

Current Zoning:

IL, Light Industrial District. The IL light industrial district is established to protect and promote a suitable environment for light industrial purposes, including accessibility to major transportation facilities, availability of adequate utilities and other public services, and availability of large quantities of suitable land. Uses compatible with light industrial development are to be encouraged insofar as they are in accordance with the land use plan for the city.

Current Use:

One story building for warehouse.

Surrounding Land Uses:

North: R-6, Multi-family residential, Public Housing

South IL: Undeveloped

East: IL: Appliance parts supplier

West: IL: Auto repair shop

Site Location

The subject property is a rectangular-shaped, completely developed lot. The site is approximately 1.19 acres in size. The lot is mostly flat and there are mature trees that buffer the subject property and the nearby auto repair shop. The lot contains a one-story 9,000 sq. ft industrial building built in 1970. The site contains enough parking spaces located in front of and to the side of the one-story building. The parking spaces are not striped. The back of the subject building was used as a sign company called Sign Masters, Inc. There is federal public housing in the north of the site.

The property is located on Parker Street in Ward 3.



Zoning Map



Ward Map

Subject Property



PROPERTY PICTURES – 04/19/2019

Project Description

The applicant is requesting a special land use permit for a church. The current use of the property is light industrial. The applicant is operating a church in the property.

The Development Code requires one parking space for every 3 seats for churches and or places of assembly. There are around 80 seats in the building which would require a minimum of 27 parking spaces. Although the spaces are currently not striped, there is enough paved area to accommodate the required 27 spaces.

Applicant's Requests

The applicant requests a **Special Land Use Permit** under the following regulations of the City of Douglasville Zoning Ordinances **Section 5.06.02**.

Section 5.06.02: Standards for special use approval. A special use otherwise permitted within a zoning district shall be considered to be compatible with other uses permitted in the district, provided that due consideration is given to the following objective criteria as applicable to the specific use proposed.

Staff Analysis

Section 5.06.02 provides the following factors for granting a Special Land use Permit from the City of Douglasville Zoning Ordinances requirements. The analysis of these factors is included below:

a. Is the proposed special use consistent with the stated purpose of the zoning district?

- Yes; the proposed use of church or place of worship is a use by review in the IL light industrial zoning district.

b. Is or will the type of street providing access to the use be adequate to serve the proposed special use?

- Yes; the proposed use is located in Parker Street and have direct access to the subject property and is close to Highway 92 (Dallas Highway).

c. Is or will access into and out of the property be adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?

- Yes; the property provides adequate access for entering and exiting the property for general use and any emergency vehicles. There are currently no sidewalks along the frontage of this portion of Parker Street.

d. Are or will public facilities such as schools, water or sewer utilities, and police or fire protection be adequate to serve the special use?

- Yes. Public facilities should not be adversely impacted by the operation of the proposed special use. The property is currently served by water and sewer. There are no school concerns for the proposed special use request.

e. Are or will refuse, service, parking and loading areas on the property be located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?

- The proposed special use request will be occupying an existing space that will generate nominal waste as a church. There should not be any adverse effects as it relates to noise, light, glare and odor.

f. Will the hours and manner of operation of the special use have no adverse effects on other properties in the area?

- The current proposed hours of operation should have no adverse impact on other properties in the area.

g. Will the height, size or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?

- This is an existing structure with no changes to height, size or location.

Summary of Impacts/Concerns

Code Compliance	No citations issued at this time. All requirements should be met and followed with respect to the City of Douglasville per Municode and IPMC (International property maintenance Code).
Transportation	No sidewalks exist in the area.
Police Department	Police protection is adequate at the current level of manpower and equipment.
Fire Department	The fire protection is adequate for the subject property.

STAFF RECOMMENDATION

The Planning Commission is given the opportunity to consider the compatibility of the use with the surrounding uses, to ensure consistency with the character of the area and to minimize impacts. In recommending approval of an application for a Special Land Use Permit, the Planning Commission may find, based upon evidence and testimony presented at the hearing, the following conditions have been met:

1. The use of the property as a church or place of worship is allowable as a use-by-review in the IL Zone District.
2. The use will not substantially modify the Land Use Plan or the intent, purpose, or spirit of the Code of the City of Douglasville.
3. The use will not negatively impact surrounding properties.
4. The Special Land Use Permit will not adversely affect the public health, safety, or welfare.

Staff recommends approval of Special Land Use Permit PSLUP19-0006 with the following conditions of approval and Directive to Staff:

1. The use of the property shall be limited to a church or a place of worship as defined in the Code of the City of Douglasville and described within the application submittal information.
2. Any other use of the property not identified within Section 2.05 of the Code of the City of Douglasville listed Uses by Right may require the submission, review and approval of a new special use permit.
3. This special use permit shall not constitute an exemption from zoning or any applicable regulations. Issuance of this special land use permit is subject to approval by any regulatory agency where required by regulation or statute.

DIRECTIVE TO STAFF: The Department of Community Development is directed to conduct an administrative review of the property during the month of April 2020 and to present a report to the Douglasville Planning Commission at its May 2020 meeting. If the use is not established and/or the property is not in full compliance with the Code of the City of Douglasville and/or all of the conditions of approval, the Planning Commission may, at its discretion, direct staff to schedule the permit for a public hearing at the November 2019 meeting to consider a recommendation to the City Council for rescinding this approval. The Planning Commission, at its discretion, may also direct staff to conduct an administrative review and/or schedule the permit for public hearing at an earlier date, if deemed necessary. THIS DIRECTIVE TO STAFF IS NOT INTENDED AS A CONDITION OF APPROVAL.

PLANNING COMMISSION RECOMMENDS APPROVAL WITH CONDITIONS TO CITY COUNCIL

Planning Commission recommended APPROVAL WITH CONDITIONS of this case with the following condition:

1. If the applicant subleases the subject location, the proposed use shall go before the Planning Commission for approval.



Special Land Use Permit Application

Date: 04/12/, 20 19 Case No. _____

Property Address: 6689 Parker Street

Property Owner Address (if separate from applicant):

Development of NW Georgia

Summary of the proposed use(s): Warehouse / Industrial

Legal Description:

Land Lot 001715 District _____ Section _____ Parcel A027

Property is located in: ☒ City or ☐ Unincorporated County

Current Use(s): Religious Services

Existing Structure(s): 1 building / brick and siding

Property Size (Acres or Square Feet): 1.9

Zoning Adjacent to Property: Front A015 Rear 8313

Side 6705 (Circle N, S, W, E) Side 8337 (Circle N, S, W, E)

Future Land Use Designation: ☒ City or ☐ Unincorporated County

Utilities currently available to site: ☒ Sewer ☒ Gas ☒ Water [X]
☒ Septic ☒ Fire Hydrants
☒ Electric & Telephone Poles

Is this project in the Historic District? ☐ Yes ☒ No

The above described property is owned by the following:

Name Bob Terrell

Name _____

Address 905 Blackwell Rd, Marietta
Marietta, GA 30066

Address _____

Phone 404-643-0505

Phone _____

Fax _____ Email bobterrell
@bellsouth.net

Fax _____ Email _____

Applicant (s) (if separate from owner):

Name Word of Life Church Int

Name _____

Address 6689 Parker Street
Douglasville GA 30134

Address _____

Phone 678-398-7907
770-906-5603 (Zena Young)

Phone _____

Fax _____ Email wolife.cm
@gmail.com

Fax _____ Email _____

I Zena Young, hereby attest the above information is true and correct.

Owner's Signature

Bob Terrell

Sworn and subscribed before me
this 12 Day of April, 2019.

[Signature]
Notary Public

Staff Use Only

Fees (basic) _____

Submittal Date _____

Other _____

Total _____

Receipt # _____

Check # _____

Hearing Date _____

Staff _____

Standards for Special Use Approval
(Applicant's Response)

1. Is the proposed special use consistent with the stated purpose of the zoning district?
Yes
2. Is or will the type of street providing access to the use be adequate to serve the proposed special use?
Yes
3. Is or will access into and out of the property be adequate to provide for traffic and pedestrian safety, the anticipated volume of traffic flow, and access by emergency vehicles?
Yes
4. Are or will public facilities such as schools, water or sewer utilities, and police or fire protection be adequate to serve the special use?
Yes
5. Are or will refuse, service, parking and loading areas on the property be located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?
Yes
6. Will the hours and manner of operation of the special use have no adverse effects on other properties in the area?
No it will not
7. Will the height, size or location of the buildings or other structures on the property be compatible with the height, size or location of buildings or other structures on neighboring properties?
Yes

CERTIFICATE CONCERNING CAMPAIGN CONTRIBUTIONS

Have you made, within 2 years immediately preceding the hearing for special land use, campaign contributions aggregating \$250 or more or made gifts having an aggregate value of \$250 or more to a member of the Mayor, City Council or Zoning Board who will consider the application?

No

If so, you and the attorney representing you must file a disclosure report with the Planning Department at least five (5) days prior to the scheduled public hearing.

Please supply the following information, which will be considered as the required disclosure:

The name of a member of the Mayor, City Council or the Zoning Board to whom the campaign contribution or gift was made.

n/a

The dollar amount of each campaign contribution made by you to a member of the Mayor, City Council or Zoning Board during the 2 years immediately preceding the hearing for special land use, and the date of each such contribution.

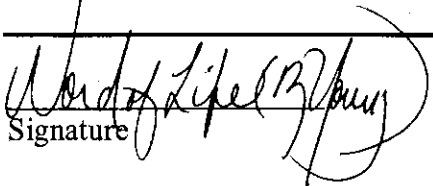
n/a

An enumeration and description of each gift having a value of \$250 or more made by you to a member of the Mayor, City Council or the Zoning Board during the 2 years immediately preceding this hearing.

n/a

I/We certify that the foregoing information is true and correct, this 12 day of April, 2019.

Signature



Your Attorney, if any

AFFP

4-ds-31363-Huang, Yuying

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF DOUGLAS } SS

Rachael Raney, being duly sworn, says:

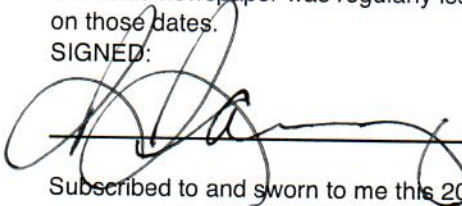
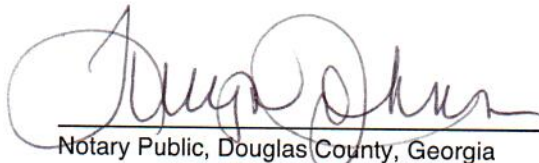
That she is Publisher of the Douglas County Sentinel, a newspaper of general circulation, printed and published in Douglasville, Douglas County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 20, 2019

Publisher's Fee: \$ 20.00

That said newspaper was regularly issued and circulated on those dates.

SIGNED:


Subscribed to and sworn to me this 20th day of April 2019.
Notary Public, Douglas County, Georgia

4-ds-31363-Huang, Yuying
LEGAL NOTICE
PZO19-0001

The Douglasville City Council will hold public hearings on Thursday May 16, 2019, and Monday May 20, 2019, at 6:00 P.M. in the Douglasville Conference Center Auditorium, 6700 Church Street, Douglasville, Georgia and consider a request for a proposed ordinance to adopt a new Zoning Map and a new Unified Development Ordinance, repealing the current zoning map and repealing the current Zoning Ordinance, Development Ordinance and various provisions of other City ordinances. Application by City of Douglasville.

City of Douglasville
Community Development Department

Tunya Johnson
NOTARY PUBLIC
Carroll County, GEORGIA
My Commission Expires 08/12/2022

40026407 40331363 678-449-3019

SHANE BYRD, FINANCE DEPT.
CITY OF DOUGLASVILLE
P.O. BOX 219
DOUGLASVILLE, GA 30133

AFFP

4-ds-31364-Huang, Yuying

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF DOUGLAS } SS

Rachael Raney, being duly sworn, says:

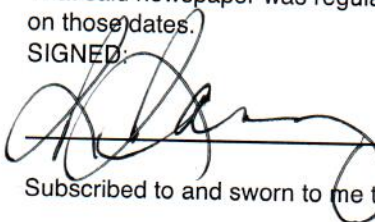
That she is Publisher of the Douglas County Sentinel, a newspaper of general circulation, printed and published in Douglasville, Douglas County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 20, 2019

Publisher's Fee: \$ 30.00

That said newspaper was regularly issued and circulated on those dates.

SIGNED:


Subscribed to and sworn to me this 20th day of April 2019.
Notary Public, Douglas County, Georgia

4-ds-31364-Huang, Yuying

LEGAL NOTICE

PCCV19-0004

The Douglasville City Council will hold public hearings on Thursday May 16, 2019, and Monday May 20, 2019, at 6:00 P.M. in the Douglasville Conference Center Auditorium, 6700 Church Street, Douglasville, Georgia and consider a request for a variance to reduce the requirement for freestanding signage spacing in section 3.73.02 of the Zoning Ordinance, for a remaining requirement of freestanding signage no closer than 50 feet to any other freestanding sign on any property, required for a lot of .9 +/- acres at 5700 Fairburn Road, in Land Lot 52 and 53, District 1, Section 5, Parcel 24. Application by Todd Jackson, Of GPS Hospitality, LLC.

City of Douglasville

Community Development Department

Tunya Johnson
NOTARY PUBLIC

Carroll County, GEORGIA

My Commission Expires 08/12/2022

40026407 40331364 678-449-3019

SHANE BYRD, FINANCE DEPT.
CITY OF DOUGLASVILLE
P.O. BOX 219
DOUGLASVILLE, GA 30133

AFFP

4-ds-31368-Huang, Yuying

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF DOUGLAS } SS

Rachael Raney, being duly sworn, says:

That she is Publisher of the Douglas County Sentinel, a newspaper of general circulation, printed and published in Douglasville, Douglas County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 20, 2019

4-ds-31368-Huang, Yuying

LEGAL NOTICE

PSLUP19-0006

The Douglasville Zoning Board will hold a public hearing on Tuesday, May 7, 2019, at 6:00 P.M. in the Douglasville Conference Center Auditorium, 6700 Church Street, Douglasville, the Douglasville City Council will hold public hearings on Thursday May 16, 2019, and Monday May 20, 2019, at 6:00 P.M. in the Douglasville Conference Center Auditorium, 6700 Church Street, Douglasville, Georgia and consider a request for a church or place of worship on certain property zoned IL (Light Industrial District) being approximately 1.19 acres at 6689 Parker Street, in Land Lot 17, District 1, Section 5A, Parcel 27. Application by Zena Young, Of Word of Life Church.

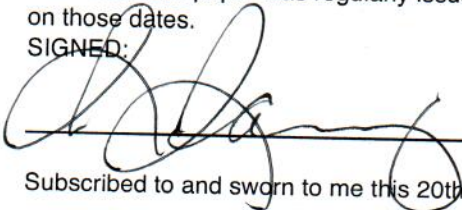

City of Douglasville

Community Development Department

Publisher's Fee: \$ 30.00

That said newspaper was regularly issued and circulated on those dates.

SIGNED:


Subscribed to and sworn to me this 20th day of April 2019.
Notary Public, Douglas County, Georgia

Tunya Johnson

NOTARY PUBLIC

Carroll County, GEORGIA

My Commission Expires 08/12/2022

40026407 40331368 678-449-3019

SHANE BYRD, FINANCE DEPT.
CITY OF DOUGLASVILLE
P.O. BOX 219
DOUGLASVILLE, GA 30133

AFFP

4-ds-31369-Huang, Yuying

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF DOUGLAS } SS

Rachael Raney, being duly sworn, says:

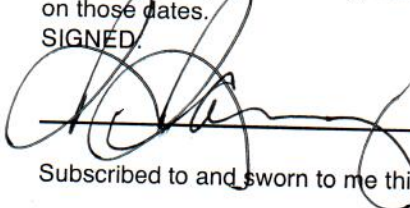
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April 20, 2019

Publisher's Fee: \$ 30.00

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SIGNED:


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Notary Public, Douglas County, Georgia

4-ds-31369-Huang, Yuying

LEGAL NOTICE

PSLUP19-0005

The Douglasville Zoning Board will hold a public hearing on Tuesday, May 7, 2019, at 6:00 P.M. in the Douglasville Conference Center Auditorium, 6700 Church Street, Douglasville, the Douglasville City Council will hold public hearings on Thursday May 16, 2019, and Monday May 20, 2019, at 6:00 P.M. in the Douglasville Conference Center Auditorium, 6700 Church Street, Douglasville, Georgia and consider a request for a special land use permit for mining and quarrying on certain property zoned IH (Heavy Industrial District) being approximately 78.62 acres at 0 Highway 78 West Off (Parcel Number 01890250021), in Land Lot 189, District 2, Section 5, Parcel 21. Application by Bart Boyd, Of Dillard Sellers, LLC.

City of Douglasville

Community Development Department

Tunya Johnson
NOTARY PUBLIC
Carroll County, GEORGIA
My Commission Expires 08/12/2022

40026407 40331369 678-449-3019

SHANE BYRD, FINANCE DEPT.
CITY OF DOUGLASVILLE
P.O. BOX 219
DOUGLASVILLE, GA 30133

Page 7 of 12
Cherokee Properties Realty
905 Blackwell Rd. #511
Marietta, GA 30060

EXHIBIT A

QUIT CLAIM DEED



Doc ID: 010408590001 Type: QCD
Recorded: 09/22/2016 at 03:55:00 PM
Fee Amt: \$10.00 Page 1 of 1
Transfer Tax: \$0.00
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court

FILED

2016 SEP 22 PM 3:55

STATE OF GEORGIA,
County of: Douglas

BK **3423** PG **758**

SUPERIOR COURT
DOUGLAS COUNTY, GA
TAMMY M. HOWARD, CLERK

THIS INDENTURE, Made this the 22nd day of September in the year
Two thousand Sixteen, between; Georgia Downs of the County of Douglas, and State of
Georgia, as party or parties of the first part, hereinafter called Grantor, and Development CO of NW
Georgia of the County of Cobb and State of Georgia as party or parties of the second part,
hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs,
successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of One Dollar
\$ 1.00) DOLLARS and other considerations in hand paid at and before the sealing and delivery of
these presents, the receipt whereof is hereby acknowledged, has bargained, sold, and by these presents
does bargain, sell, remise, release and forever quit-claim unto the said Grantee, all the right, title, interest,
claim or demand which Grantor has or may have had in and to.

All that tract or parcel of land LYING AND BEING in Douglas County, Georgia in Land Lot(s) 17
of the 1st District, 5th Section/GMD, Tax Parcel # 0017015A027 Also known as
6689 Parker St., Douglasville, GA 30134-1160

Reference is hereby made to that certain Deed To Secured Debt, Recorded in Book 3257
Pg 576-581 of the Douglas County Records and also that Certain Transfer Document in Book 3407
Pg 681 of the Douglas County Records.

This Deed is given for the purpose of Settlement of the Debt, by its delivery and acceptance
Development CO of NW Georgia agrees to the settlement of the debt to Joan Pletch Clayton &
Development CO of NW Georgia.

With all the right, members and appurtenances to the said described premises in anywise
appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee so that neither the
said Grantor nor Grantor's heirs, nor any other person or persons claiming under the Grantor shall at any
time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, The Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

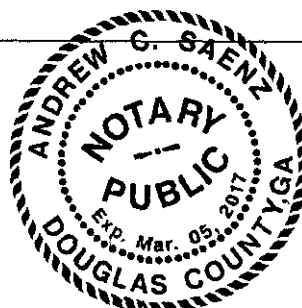
Witness

Georgia Downs

(Seal)

Notary Public

(Seal)



SCANNED

OCT 07 2016

236

Tammy M. Howard
Clerk Superior Court
Douglas County, GA



6689 Parker Street
Douglasville, GA 30134

March 29, 2019

To whom it may concern:

On behalf of Word of Life Christian Ministries, this letter is to express our interest in leasing the property at 6689 Parker Street, Douglasville, GA 30134, from landlord Bob Terrell of Development Co of NW Georgia, 905 Blackwell Rd, #501, Marietta, GA 30066.

Sincerely,

Zena Young
Word of Life Christian Ministries

Development Company of Northwest Georgia

I give my express permission to Rodney Young and anyone doing Business as Word of Life International Church to conduct Church services and any Church related Business.

Signed – Bobby Terrell, CEO of Development Company of Northwest Georgia

A handwritten signature in black ink, appearing to read "Bobby Terrell". The signature is fluid and cursive, with a large, sweeping initial "B".

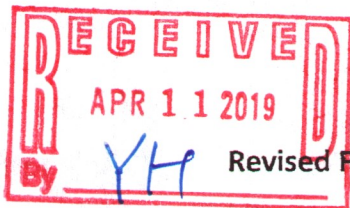
4-10-19



Legislation Text

File #: TMP-1505, **Version:** 1

Item 22-19-40 - Consider a request for revised plat approval for Parcel number 02280250004 for the purpose of subdividing the parcel separating the existing house, for 10 acres at 1680 Dorris Road in Land Lot 228, District 2, Section 5, Parcel 4. Application by Lon Bell, Cedar Bluff Properties, LLC.



Revised Final Plat Application

PPR19-0007

Date: 3/15/19
Project/Subdivision Name: Lon Bell - 770-490-8060
Project Address: 11680 Dorris Rd
Land Lot(s): 227/228 District: 2nd Section 5th Parcel(s): 2
Property Size in Acres: 2.350 / 7.672 Number of Lots: 2
Property Owner: Cedar Bluff Properties / Lon Bell
Address: 6470 Cedar Mtn Rd Douglasville GA 30134
Telephone #: 770-490-8060 Cell Phone #: 770-490-8060
Applicant's Name: Lon Bell
Address: 6470 Cedar Mtn. Rd Douglasville GA 30134
Telephone #: 770-490-8060 Cell Phone #: 770-490-8060
Applicant's Signature: Lon Bell

The following items need to be submitted in order to process this application:

- ☒ A letter by a registered land surveyor explaining the need for the revision.
- ☒ 1 Vellum
- ☒ 2 11x17 copies of the plat
- ☐ 5 blueline copies of the plat
- ☐ \$50.00 revision fee/Payment Type _____

Once all items have been received by the City of Douglasville's Planning and Development Department, the plat may be placed on the agenda for approval.

VANSANT - CAMPBELL

Land Surveying

Land Planning

March 14, 2019

City of Douglasville
6695 Church Street
Douglasville, Georgia 30133-0219

To Whom It May Concern:

Cedar Bluff Properties, LLC (Lon Bell) owns Parcel No. 02280250004. His project address is 1680 Dorris Road; Douglasville, Georgia 30134. Cedar Bluff Properties, LLC wishes to subdivide the parcel separating the existing house. Vansant-Campbell has been retained to revise the final plat of Cedar Bluff Properties, LLC.

Please review the Revised Final Plat for Cedar Bluff Properties, LLC to expedite approval. If you have any questions, please call me at (770) 942-1234.

Sincerely,



Adam T. Pearson
Georgia Registered Land Surveyor No. 2993
Vansant-Campbell

EXHIBIT A

(RES-2019 - 29)

THIS BLOCK RESERVED FOR THE
CLERK OF SUPERIOR COURT.

TYPE OF EQUIPMENT USED TOPCON GPT 2003 & DATA COLLECTOR.

DATE OF FIELD WORK: FEBRUARY 27, 2018

REFERENCE:
SURVEY RECORDED IN PLAT BOOK 13, PAGE 300.
BASIS OF BEARINGSAS PER OFFICIAL F.I.R.M. No. 1309700043D,
DATED: MARCH 4, 2013, THIS PROPERTY IS LOCATED IN
SPECIAL FLOOD HAZARD AREA ZONE X.

GENERAL NOTES

1. ALL LOT CORNERS ARE MARKED BY 1/2" RE-BARS EXCEPT AS OTHERWISE NOTED ON PLAT.
2. TOTAL ACRES: 10.022 ACRES
3. OWNER:
CEDAR BLUFF PROPERTIES, LLC
LON BELL
6470 CEDAR MOUNTAIN ROAD
DOUGLASVILLE, GA 30134
4. ZONED: R-2
5. LOT TOTAL: = 2
6. OVERALL DENSITY: 2 LOTS / 10.022 Ac.
= 0.2 LOTS/AC.
7. ALL DRAINAGE EASEMENTS TO CONFORM TO ACTUAL LOCATION OF DRAINAGE STRUCTURES AND STREAMS. DRAINAGE EASEMENTS EXIST ALONG ALL LOT LINES FOR THE CONVEYANCE OF LOT STORMWATER RUNOFF.
8. ALL LOTS SERVED BY PUBLIC WATER AND INDIVIDUAL SEPTIC SYSTEMS.
9. STATE WATERS DO EXIST WITHIN 200 FEET OF THE PROPERTY.
10. THE CITY OF DOUGLASVILLE, GEORGIA, DOES NOT ACCEPT THE OWNERSHIP, MAINTENANCE, OR RESPONSIBILITY FOR ANY DRAINAGE EASEMENT OR OVERALL DRAINAGE PLAN, OR THE LACK OF ONE, INDICATED BY THIS PLAT.

REVISED FINAL PLAT FOR:

CEDAR BLUFF
PROPERTIES, LLC

LOCATED IN

LAND LOTS 227 & 228
2ND DISTRICT 5TH SECTION
DOUGLAS COUNTY GEORGIA

DATE: MARCH 14, 2019 SCALE: 1" = 100'

JOB NO. = T:2019LOTS:19-044.DWG

LEGEND

R/W — RIGHT OF WAY
I.P.F. — IRON PIN FOUND
1/2" REBAR UNLESS NOTED
C.T. — CRIMPED TOP PIPE
R.B. — REINFORCING BAR
O.T. — OPEN TOP PIPE
N/F — NOW OR FORMERLY
B.L. — BUILDING LINE

SURVEYOR'S CERTIFICATE
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 16,122 FEET, AND AN ANGULAR ERROR OF 6" PER ANGLE POINT, AND WAS ADJUSTED BY COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 625,724 FEET, AND CONTAINS A TOTAL OF 10.022 ACRES, BY ADAM T. PEARSON, REGISTERED GEORGIA LAND SURVEYOR NO. 2293.
ADDRESS: 8667 BALDWIN PARKWAY, DOUGLASVILLE, GA 30134. TELEPHONE NUMBER: 770-942-1234.
DATE: MARCH 14, 2019

REGISTERED GEORGIA LAND SURVEYOR #2293

OWNER'S CERTIFICATE

STATE OF GEORGIA
COUNTY OF DOUGLAS
THE UNDERSIGNED CERTIFIES THAT HE OR SHE IS THE OWNER OF THE LAND SHOWN ON THIS PLAT AND THAT THE PLAT AND THE PUBLIC IMPROVEMENTS CONTAINED THEREIN OR ASSOCIATED THEREWITH MEET ALL APPLICABLE REQUIREMENTS AND STANDARDS OF THE DOUGLASVILLE DEVELOPMENT CODE. THE OWNER FURTHER ACKNOWLEDGES THIS PLAT AND ALL TOWNSHIP TO BE HIS FREE ACT AND DEED, AND DEDICATES TO THE PUBLIC FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS STREETS, EASEMENTS OR OTHER PUBLIC USE AREAS, AND ALL WATER SYSTEM AND OTHER PUBLIC IMPROVEMENTS AS DEPICTED ON THE AS-BUILT SURVEYS FOR THIS SUBDIVISION, APPROVED ON (DATE).

OWNER'S NAME: CEDAR BLUFF PROPERTIES, LLC - LON BELL

OWNER'S ADDRESS: 6470 CEDAR MOUNTAIN ROAD, DOUGLASVILLE, GA 30134

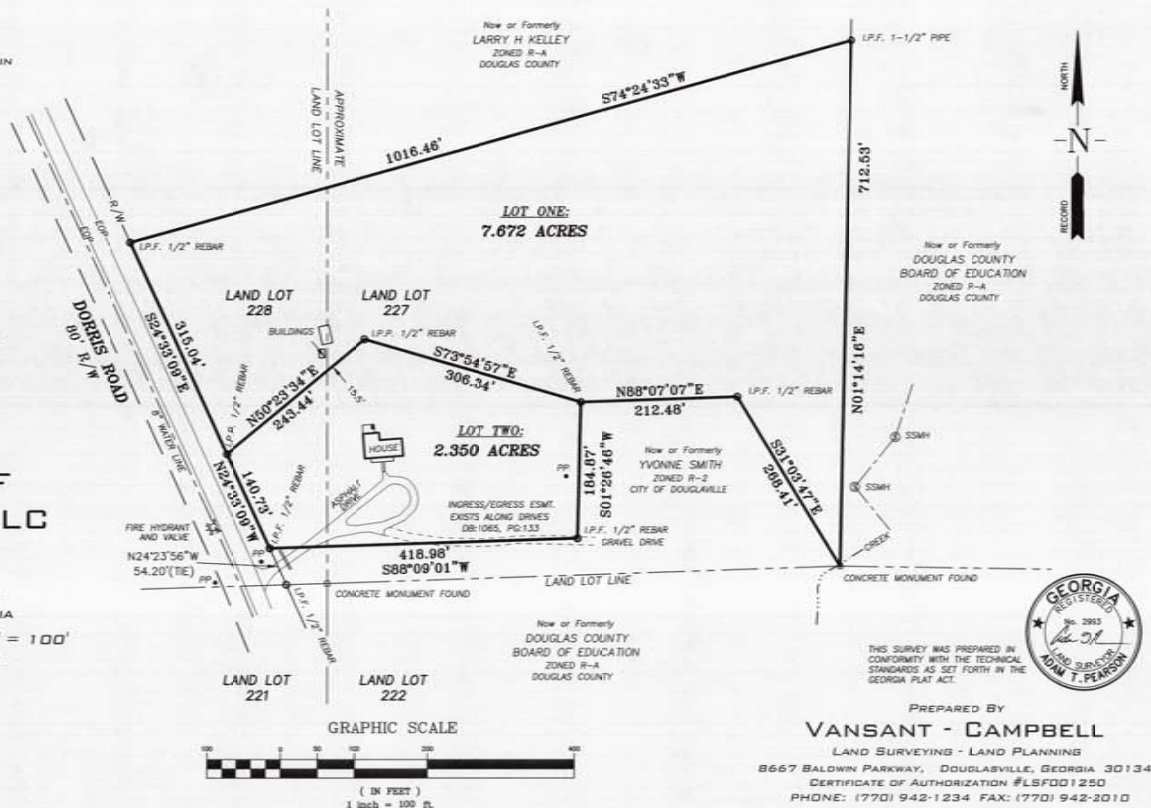
OWNER'S SIGNATURE:

CERTIFICATE OF FINAL PLAT APPROVAL

ALL REQUIREMENTS OF THE DOUGLASVILLE DEVELOPMENT CODE HAVING BEEN REPRESENTED AS BEING FULFILLED BY THIS PLAT AND THE RELATED AS-BUILT SURVEYS APPROVED ON (DATE), THIS PLAT IS HEREBY APPROVED FOR RECORDATION BY THE CLERK OF SUPERIOR COURT. THIS APPROVAL FURTHER RECOGNIZES THE OWNER'S OFFER OF DEDICATION OF ALL AREAS AND PUBLIC IMPROVEMENTS SHOWN THEREON AND ON SAID AS-BUILT SURVEYS ON BEHALF OF THE PUBLIC, SUBJECT TO MAINTENANCE AND GUARANTEE BY THE OWNER FOR TWO YEARS FROM THE DATE OF THIS APPROVAL.

DATE: / /

SIGNATURE OF THE MAYOR OF DOUGLASVILLE, GEORGIA



PREPARED BY
VANSANT - CAMPBELL

LAND SURVEYING - LAND PLANNING
8667 BALDWIN PARKWAY, DOUGLASVILLE, GEORGIA 30134
CERTIFICATE OF AUTHORIZATION #LSFD01250
PHONE: (770) 942-1234 FAX: (770) 942-2010



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1551, **Version:** 1

Item 22-19-41 - Refer to the Planning Commission a proposed ordinance to amend table 7-2 of the Unified Development Ordinance of the Code of the City of Douglasville to revise provisions concerning the number of wall signs allowed in commercial districts, industrial centers and planned centers.

ORDINANCE NUMBER _____

AN ORDINANCE

To amend table 7-2 of the Unified Development Ordinance of the Code of the City of Douglasville to revise provisions concerning the number of wall signs allowed in commercial districts, industrial centers and planned centers; to repeal any conflicting ordinances; to provide an effective date; and other purposes.

BE IT ORDAINED by the Mayor and City Council of Douglasville, Georgia, and it is hereby ordained by the authority thereof as follows:

SECTION ONE

Cell 2 of Table 7-2, after “**Wall, awning, under-canopy, projecting & permanent window signs on a building:**”, of the Unified Development Ordinance of the Code of the City of Douglasville is amended to read as follows:

Maximum number of building signs except under canopy and projecting signs	1	1	1 per tenant per each of the tenant's walls from <u>facing visible</u> from a street	1 per tenant per each of the tenant's walls from <u>facing visible</u> from a street	1 per tenant per each of the tenant's walls from <u>facing visible</u> from a street
---	---	---	--	--	--

SECTION TWO

This ordinance shall become effective on the date after its enactment.

SECTION THREE

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Ordained this _____ day of _____ 2019.

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Mayor

Attest:

City Clerk

|

Delivered to Mayor _____ *20* _____ *City Clerk* _____
Received from Mayor _____ *20* _____ *City Clerk* _____

ORDINANCE NUMBER _____

AN ORDINANCE

To amend table 7-2 of the Unified Development Ordinance of the Code of the City of Douglasville to revise provisions concerning the number of wall signs allowed in commercial districts, industrial districts and planned centers; to repeal any conflicting ordinances; to provide an effective date; and other purposes.

BE IT ORDAINED by the Mayor and City Council of Douglasville, Georgia, and it is hereby ordained by the authority thereof as follows:

SECTION ONE

Cell 2 of Table 7-2, after **“Wall, awning, under-canopy, projecting & permanent window signs on a building:”**, of the Unified Development Ordinance of the Code of the City of Douglasville is amended to read as follows:

Formatted: Font: Bold

Maximum number of building signs except under canopy and projecting signs	1	1	1 per tenant on each of the tenant's walls visible from a street	1 per tenant on each of the tenant's walls visible from a street	1 per tenant on each of the tenant's walls visible from a street
---	---	---	--	--	--

SECTION TWO

This ordinance shall become effective on the date after its enactment.

SECTION THREE

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Ordained this _____ day of _____ 2019.

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Attest:

City Clerk

Councilmember

Councilmember

Mayor

Delivered to Mayor _____ *20* _____ *City Clerk* _____
Received from Mayor _____ *20* _____ *City Clerk* _____



City of Douglasville

6695 Church Street
Douglasville, GA 30134

Legislation Text

File #: TMP-1546, **Version:** 1

Item 24-19-7 - Authorize the Mayor to sign an agreement with RA-LIN and Associates, Inc. for the Courthouse Square West Renovation Project and the Cedar Mountain Road facility.

EXHIBIT C: THE CONTRACT FOR CONSTRUCTION AND INCORPORATED GENERAL CONDITIONS

This Contract is made by and between the City of Douglasville, (hereinafter referred to as the "Owner") and Ra-Lin & Associates, Inc., (hereinafter referred to as the "Contractor") under seal for construction of the Intersection Improvements for the Renovation of 8485 Courthouse Square West, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I **THE CONTRACT AND THE CONTRACT DOCUMENTS**

1.1 The Contract

The Contract between the Owner and the Contractor, of which this Contract is a part, consists of the Contract Documents. It shall be effective on the date this Contract is executed by the last party to execute it.

1.2 The Contract Documents

The Contract Documents consist of this Agreement, the Specifications, the Drawings, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

-
1. The plans by AECOM dated November 15, 2018 for Office Building Renovation;
 2. Owner's Request for Qualifications and Request for Proposal attached as Exhibit A ;
 3. Contractor's Proposal dated _____ attached as Exhibit B;
 4. Contractor's completed E-Verify form, attached as Exhibit C;
 5. Contractor's Oath attached as Exhibit D.
-

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

This Contract, together with the Contractor's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid

documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner of the Contract Documents shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to prepare documents for the Project, including

the Plans for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

1.7 Hierarchy of Contract Documents

1.7.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract for Construction and Incorporated General Conditions and the specifications, the requirements of the Contract for Construction and Incorporated General Conditions shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the Owner in writing by the contractor.

ARTICLE II **THE WORK**

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or

a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows: to supply all labor and materials and to construct the Project.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall commence the Work within 5 days of notice to proceed and shall achieve Substantial Completion of the Work no later than _____ days after notice to proceed. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time." The Contractor shall achieve Final Completion of the Work no later than 60 days after notice to proceed.

3.1.2 The Contractor shall pay the Owner the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion; Final Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

3.2.2 "Final Completion" shall mean that stage in the progression of the Work when the Work is complete in all respects and complies fully with the Contract Documents.

3.3 Time is of the Essence

All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV **CONTRACT PRICE**

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of _____ (\$_____.00). The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract.

ARTICLE V **PAYMENT OF THE CONTRACT PRICE**

5.1 Schedule of Values

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Owner.

5.2 Payment Procedure

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 Progress Payments -- Based upon the Contractor's Applications for Payment submitted to the Owner's representative and the Architect, and upon Certificates for Payment subsequently issued to the Owner by the Owner's representative, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 10th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the final day of the month to the Owner in such form and manner, and with such supporting data and content, as the Owner may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of

the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work plus ninety percent (90%) of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by the Owner) for subsequent incorporation in the Work, less the total amount of previous payments received from the Owner. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the Owner, that the Owner has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Owner's representative and the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Owner shall determine the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Owner's receipt of each Application for Payment. The amount of each partial payment shall be the amount determined to by the Owner to be owned, less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Owner's determination of payment due shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below. 10% retainage will be withheld at least up until the project is 50% complete. At the time when 50% of the work has been satisfactorily completed by and Contractor is otherwise in compliance with its contractual obligations, the Owner may, in the Owner's sole discretion, reduce retainage to 5%. At the discretion of the Owner, and with the approval of the Contractor, the retainage of any subcontractor may be released separately as the subcontractor completes its work. If, however, after discontinuing the retention, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the Owner, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly. The rights of the Owner set forth herein to retainage are in addition to all of the other rights and remedies of the Owner set forth in this Contract.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future

checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

(a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;

(b) claims of third parties against the Owner or the Owner's property;

(c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;

(d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;

(e) evidence that the Work will not be completed in the time required for substantial or final completion;

(f) persistent failure to carry out the Work in accordance with the Contract;

(g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within forty-five (45) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after seven (7) additional days' written notice to the Owner's Representative and the Architect, and

without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within forty-five (45) days after the date due shall bear interest at the rate of four percent (4%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Owner's representative a list of items to be completed or corrected. When the Owner's representative on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time not later than 15 days after Substantial Completion within which the Contractor shall complete the items listed therein. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the Owner for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 Completion and Final Payment

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner's representative thereof in writing. Thereupon, the Architect and the Owner's representative will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Owner's representative will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Guarantees required by the Contract shall commence on the date of Final Completion of the Work. If the Owner's representative is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed by the parties, the Contractor shall pay the Owner the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract.

When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Owner all documents required by the Contract, including, but not limited to, its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Owner's representative's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI **THE OWNER**

6.1 Information, Services and Things Required from Owner

6.1.1 If the Contractor requests in writing, the Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner's Representative shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or

for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII **THE CONTRACTOR**

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.4 Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 Schedules

7.7.1 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner for its information, the Contractor's schedule for completing the Work. Additionally, within fifteen (15) days of commencing the Work, the Contractor shall submit to the Owner a

separate shop drawing and submittal schedule detailing the schedule for the submission to the Owner of all shop drawings, submittals, product data and other similar documents. Each of the schedules required herein shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time-to-time and shall be related to the entire Project. Each such revision shall be furnished to the Owner. The schedules, and all revisions, shall be in such form, and shall contain such detail, as the Owner may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Shop Drawings, Product Data and Samples

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Owner. Approval by the Owner, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

7.11 Access to Work

7.11.1 The Owner shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 Means, Methods, Techniques, Sequences, Procedures and Safety

7.13.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the work required by the Contract Documents. Nothing contained herein, however, shall in any manner whatsoever relieve, release or discharge the Architect from any of its duties, responsibilities, obligations, or liabilities as set forth in its contract with the Owner, or as provided by law.

7.14 Separate Contracts

7.14.1 The Owner reserves the right to perform work on the premises with its own forces or by the use of other contractors. In such event, the Contractor shall fully cooperate with the Owner and such other contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the Owner or other contractors.

ARTICLE VIII **CONTRACT ADMINISTRATION**

8.1 Architect, Owner's Representative

8.1.1 The Architect for this project is _____. The Owner's Representative for this Project is _____.

8.1.2 The Architect shall be the interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.3 The Owner's representative and the Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.1.4 The Owner shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Owner deems it necessary or advisable, the Owner shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.1.5 The Owner's Representative will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.6 The Owner's representative shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.1.7 The Owner's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.2 Reserved.

8.3 Claims by the Contractor

8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner's Representative. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner and the Contractor.

8.3.3 **Claims for Concealed and Unknown Conditions** -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should

unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.3.4 Claims for Additional Costs – If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall give the Owner written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for completion in excess of the Contract Price, any liability of the Owner shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.3.5 Claims for Additional Time -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.3.6 Extension of Contract Time for Unusually Adverse Weather Conditions not Reasonably Anticipated

8.3.6.1 Pursuant to the provisions of subparagraph 8.3.5 of the Contract for Construction and Incorporated General Conditions, the contract time may be extended upon written notice and claim of the Contractor to the Owner as set forth in such subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors. For purposes of this Contract, and for purposes of extensions of contract time, the Contractor agrees that he anticipates adverse weather sufficient to prevent work in accordance with the schedule set forth herein below, and the Contractor further agrees that unless he encounters actual adverse weather in excess of those days set forth herein below, he shall not make, nor shall he be entitled to, any extension of the contract time:

Furthermore, in addition to the notice requirements set forth in the aforesaid subparagraph 8.3.5, the Contractor agrees that it shall provide written notice to the Owner on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the Owner is a condition precedent to the submission of any claim for an extension of time as provided by subparagraph 8.3.5. Furthermore, as required by subparagraph 8.3.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the Owner may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of subparagraph 8.3.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

ARTICLE IX

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project.

The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below.

ARTICLE X

CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting

or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In the event the Contractor performs the Work required by change order with its own forces, and not the forces of a subcontractor, the overhead and profit due the Contractor for such work shall be twenty (15) percent. In the event the change order Work is performed by one or more subcontractors, the Contractor's overhead and profit shall be seven and one-half (5) percent. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 Notice to Surety; Consent

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI
UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Owner's Representative's request or the or to any provisions of this Contract, it shall, if required by the Owner's Representative, be uncovered for inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Owner's Representative, be uncovered for inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect or Owner's Representative as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it

not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner's Representative and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with sub-paragraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials

or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

13.1 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to sixty (60) calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same.

13.2 In the event the Owner directs a suspension of performance under this Paragraph 13, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:

- (i) demobilization and remobilization, including such costs paid to subcontractors;
- (ii) preserving and protecting work in place;
- (iii) storage of materials or equipment purchased for the Project, including insurance thereon;
- (iv) performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE XIV

INSURANCE

14.1 Contractor will be required to carry General Liability Insurance with limits of no less than \$1 million per occurrence and \$2 million aggregate, and a general liability umbrella policy with a limit of no less than \$10 million aggregate; Worker's Compensation coverage as provided by Georgia law; Temporary Facilities and Equipment, and Builder's Risk Insurance. All insurance policies shall be written by surety companies with an overall A.M. Best rating of A- (Excellent) or better, and which is listed in the U.S. Treasury Circular 570, and also which are licensed to do business in the State of Georgia. Said policies shall provide for jurisdiction and venue in Douglas County, Georgia, for resolution of any disputes.

ARTICLE XV

MISCELLANEOUS

15.1 Governing Law

15.1.1 The Contract shall be governed by the law of the State of Georgia and shall be deemed to have been made in Douglas County, Georgia.

15.2 Successors and Assigns

15.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

15.3 Surety Bonds

15.3.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. all bond policies shall be written by surety companies with an overall A.M. Best rating of A- (Excellent) or better, and which is listed in the U.S. Treasury Circular 570, and also which are licensed to do business in the State of Georgia. Said policies shall provide for jurisdiction and venue in Douglas County, Georgia, for resolution of any disputes. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

OWNER

CONTRACTOR

Rochelle Robinson
Mayor, City of Douglasville
(SEAL)

(SEAL)

(Typed Name)

(Date of Execution)

(Date of Execution)

Attest

City Clerk

6. Finance Committee - Chairman Mark Adams

- A. Item 24-18-16 - Receive the recommendation of the City's Proposal Evaluation Committee for RA-LIN & Associates, Inc. to be the selected construction contractor for the City's Cedar Mountain Road Maintenance Facility, and authorize the City Manager to negotiate a price and other contract terms for the project with this company, subject to later approval by the Mayor and City Council.

MOVER: Mayor Pro Tem Richard Segal

SECONDER: Councilman Mike Miller

RESULT: Adopted

AYES: Mayor Pro Tem Richard Segal, Councilwoman LaShun Burr Danley, Councilman Sam Davis, Councilman Mike Miller, Councilman Terry Miller, Councilman Christopher Watts

ABSENT: Councilman Mark Adams

Enactment No: ACT-2018-129

Approved by Suzan Littlefield:



Date:

11-28-18

7. Personnel & Organization Committee - Chairman Richard

- A. Item 28-18-13 - Mayor Rochelle Robinson's nomination of Community Development Director; and the City Council's vote on ratification of said nomination.

MOVER: Mayor Pro Tem Richard Segal

SECONDER: Councilwoman LaShun Burr Danley

RESULT: Adopted

AYES: Mayor Pro Tem Richard Segal, Councilwoman LaShun Burr Danley, Councilman Sam Davis, Councilman Mike Miller, Councilman Terry Miller, Councilman Christopher Watts

ABSENT: Councilman Mark Adams

Enactment No: ACT-2018-130

8. Ordinances & Intergovernmental Committee - Chairman Mike Miller

- A. Item 29-18-04 - Adopt an ordinance to provide for the Douglas County County Board of Elections and Registration to conduct the City of Douglasville's special election on November 6, 2018, with the City of Douglasville reimbursing Douglas County for the City's share of the actual cost of said election and with said Board having all election duties, and authorize the Mayor to sign a contract with the Douglas County Board of Commissioners for this purpose.

MOVER: Councilman Mike Miller

SECONDER: Mayor Pro Tem Richard Segal

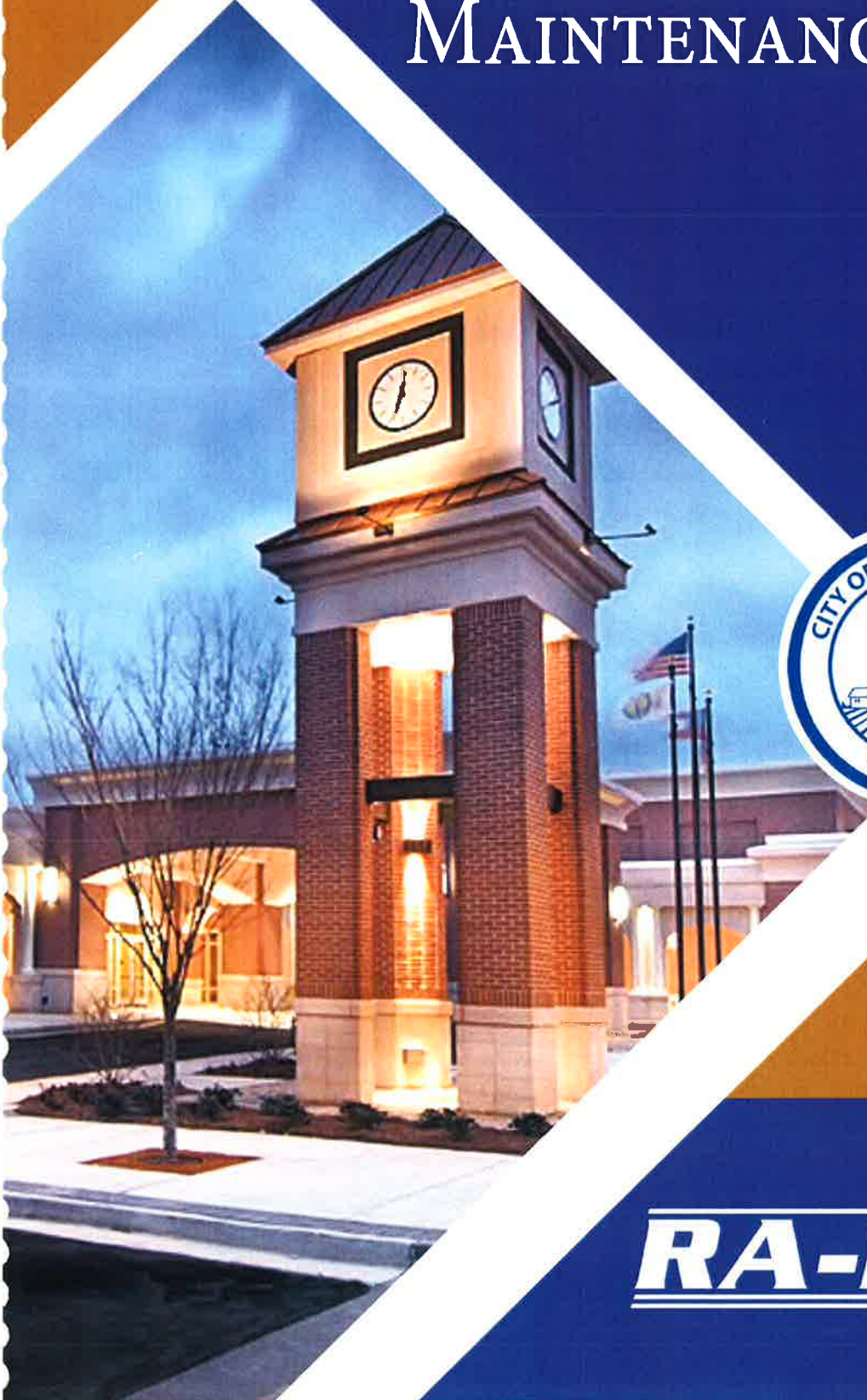
RESULT: Adopted

AYES: Mayor Pro Tem Richard Segal, Councilwoman LaShun Burr Danley, Councilman Sam Davis, Councilman Mike Miller, Councilman Terry Miller, Councilman Christopher Watts

ABSENT: Councilman Mark Adams

Enactment No: ORD-2018-29

CEDAR MOUNTAIN ROAD MAINTENANCE FACILITY



RA-LIN

**THE CONTRACT FOR CONSTRUCTION
AND INCORPORATED GENERAL CONDITIONS**

TABLE OF CONTENTS

PAGE #

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS	1
1.1 The Contract	1
1.2 The Contract Documents	1
1.3 Entire Agreement	2
1.4 No Privity with Others	2
1.5 Intent and Interpretation	2
1.6 Ownership of Contract Documents	3
1.7 Hierarchy of Contract Documents	3

ARTICLE II

THE WORK	4
----------------	---

ARTICLE III

CONTRACT TIME	4
3.1 Time and Liquidated Damages	4
3.2 Substantial Completion	5
3.3 Time is of the Essence	5

ARTICLE IV

CONTRACT PRICE	5
4.1 The Contract Price	5

ARTICLE V

PAYMENT OF THE CONTRACT PRICE.....	5
5.1 Schedule of Values	5
5.2 Payment Procedure	6
5.3 Withheld Payment.....	7
5.4 Unexcused Failure to Pay.....	8
5.5 Substantial Completion.....	8
5.6 Completion and Final Payment.....	9

ARTICLE VI

THE OWNER	10
6.1 Information, Services and Things Required from Owner	10
6.2 Right to Stop Work.....	10
6.3 Owner's Right to Perform Work.....	10

ARTICLE VII

THE CONTRACTOR.....	11
7.4 Warranty.....	11
7.6 Supervision	12
7.7 Schedules	12
7.9 Shop Drawings, Product Data and Samples	13

7.10	Cleaning the Site and the Project	13
7.11	Access to Work.....	13
7.12	Indemnity	13
7.13	Means, Methods, Techniques, Sequences, Procedures and Safety.....	14
7.14	Separate Contracts	14

ARTICLE VIII

CONTRACT ADMINISTRATION	16
8.1 The Architect.....	16
8.2 Architect's Administration	16
8.3 Claims by the Contractor.....	17

ARTICLE IX

SUBCONTRACTORS.....	20
9.1 Definition	20
9.2 Award of Subcontracts	20

ARTICLE X

CHANGES IN THE WORK	20
10.1 Changes Permitted	20
10.2 Change Order Defined	20
10.3 Changes in the Contract Price.....	21
10.4 Effect of Executed Change Order	22
10.5 Notice to Surety; Consent.....	22

ARTICLE XI

UNCOVERING AND CORRECTING WORK	22
11.1 Uncovering Work	22
11.2 Correcting Work	22
11.3 Owner May Accept Defective or Nonconforming Work	23

ARTICLE XII

CONTRACT TERMINATION	23
12.1 Termination by the Contractor	23
12.2 Termination by the Owner	24

ARTICLE XIII

OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE	26
---	----

ARTICLE XIV

INSURANCE	26
-----------------	----

ARTICLE XV

MISCELLANEOUS	27
15.1 Governing Law	27
15.2 Successors and Assigns	27
15.3 Surety Bonds	27

**THE CONTRACT FOR CONSTRUCTION
AND INCORPORATED GENERAL CONDITIONS**

This Agreement is made by and between City of Douglasville, Georgia
(hereinafter referred to as the "Owner") and RA-LIN & Associates, Inc.
(hereinafter referred to as the "Contractor") under seal for construction of
Cedar Mountain Road Maintenance Facility
(hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Clarifications and Assumptions - Attachment A;

Document Log Identifying Specifications and Drawings - Attachment B

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH

DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.

1.5.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

1.7 Hierarchy of Contract Documents

1.7.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract for Construction and Incorporated General Conditions and the specifications, the requirements of the Contract for Construction and Incorporated General Conditions shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the architect in writing by the contractor.

ARTICLE II **THE WORK**

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, facilities, tools, transportation, storage, and licenses required of the Contractor, fuel,

temporary heat, and temporary light. The Work to be performed by the Contractor is generally described as follows:

Construction of the New Cedar Mountain Road Maintenance Facility per Contract Documents.

ARTICLE III

CONTRACT TIME

3.1 Time

3.1.1 The Contractor shall commence the Work within ten (10) working days of receipt of Owner's Notice to Proceed after execution of this Contract and shall achieve Substantial Completion of the Work no later than 365 days thereafter. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time."

3.1.2 Deleted.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of Six Million Five Hundred Fifty-Seven Thousand Nine Hundred Thirteen Dollars and No Cents \$6,557,913.00. The sum set forth in this Paragraph 4.1.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Architect and the Owner.

5.2 Payment Procedure

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 Progress Payments -- Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 30th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 20th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work plus one hundred percent (100%) of that portion of the Contract Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by the Owner) for subsequent incorporation in the Work, less the total amount of previous payments received from the Owner. Payment for stored materials and equipment shall be conditioned upon the Contractor's proof satisfactory to the Owner, that the Owner has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within fifteen (15) days following the Architect's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below. PROVIDED, HOWEVER, that when fifty (50) percent of the contract value, including change orders and other additions to the contract value, provided for by the Contract Documents is due, and the manner of completion of the contract Work and its progress are reasonably satisfactory to the Owner, the Owner shall withhold no more retainage. At the discretion of the Owner, and with the approval of the Contractor, the retainage of any subcontractor may be released separately as the subcontractor completes its work. If, however, after discontinuing the retention, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the Owner, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly. The rights of the Owner set forth herein to retainage are in addition to all of the other rights and remedies of the Owner set forth in this Agreement.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

5.3.1 The Owner may decline to make payment and may withhold funds to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

5.4 Unexcused Failure to Pay

5.4.1 If within forty-five (45) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after seven (7) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within forty-five (45) days after the date due shall bear interest at the rate of four percent (4%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner or the Contractor under the Contract for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein which are Contractor's responsibility under the Contract. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate. Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less two hundred percent (200%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 Completion and Final Payment

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Guarantees required by the Contract shall commence on the date of Final Completion of the Work. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be unexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect and Owner all documents required by the Contract, including, but not limited to, its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within thirty (30) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI

THE OWNER

6.1 Information, Services and Things Required from Owner

6.1.1 If the Contractor requests in writing, the Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for

no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 The Owner shall obtain all approvals, easements, permits, and fees and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor will be charged, and shall pay the Owner, \$ N/A per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency

or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.4 Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield results that meet or exceed industry standards, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

<u>Name</u>	Function
Charlie Parrish	Project Manager
Bill Williamson	Superintendent
Brian Fritts	Director of Operations
Curt Giebeig	Director of Preconstruction
Services	

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 Schedules

7.7.1 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. Additionally, within fifteen (15) days of commencing the Work, the Contractor shall submit to the Owner and the Architect a separate shop drawing and submittal schedule detailing the schedule for the submission to the Architect of all shop drawings, submittals, product data and other similar documents. Each of the schedules required herein shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time-to-time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. The schedules, and all revisions, shall be in such form, and shall contain such detail, as the Owner or the Architect may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Owner and the Architect, one (1) record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all except one copy of these record documents shall be delivered to the Owner.

7.9 Shop Drawings, Product Data and Samples

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

7.11 Access to Work

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 Means, Methods, Techniques, Sequences, Procedures and Safety

7.13.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the work required by the Contract Documents. Nothing contained herein, however, shall in any manner whatsoever relieve, release or discharge the Architect from any of its duties, responsibilities, obligations, or liabilities as set forth in its contract with the Owner, or as provided by law.

7.14 Separate Contracts

7.14.1 The Owner reserves the right to perform work on the premises with its own forces or by the use of other contractors. In such event, the Contractor shall fully cooperate with the Owner and such other contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the Owner or other contractors.

7.14.2 Deleted

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 The Architect

8.1.1 The Architect for this project is: AECOM, whose representative for the Project is Brian Sheffer, One Midtown Plaza, 1360 Peachtree Street, N.E., Suite 500, Atlanta, Georgia 30309.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 Architect's Administration

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made. The Architect shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.2.10 THE DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION OR RESPONSIBILITY OF THE ARCHITECT. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE OWNER AND THE ARCHITECT. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE OWNER ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE ARCHITECT TO THE OWNER.

8.3 Claims by the Contractor

8.3.1 All Contractor claims shall be initiated by written notice and claim to the Owner and the Architect. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.3 shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor.

8.3.3 **Claims for Concealed and Unknown Conditions** -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it.

8.3.4 Claims for Additional Costs – If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work.

8.3.4.1 In connection with any claim by the Contractor against the Owner for completion in excess of the Contract Price, any liability of the Owner shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction. Likewise, Owner waives all claims against Contractor for indirect and consequential damages.

8.3.5 Claims for Additional Time -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary.

8.3.6 Extension of Contract Time for Unusually Adverse Weather Conditions not Reasonably Anticipated.

8.3.6.1 Pursuant to the provisions of subparagraph 8.3.5 of the Contract for Construction and Incorporated General Conditions, the contract time may be extended upon written notice and claim of the Contractor to the Owner and the Architect as set forth in such subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of- doors. For purposes of this Contract, and for purposes of extensions of contract time, the Contractor agrees that he anticipates adverse weather sufficient to prevent work in accordance with the schedule set forth herein below, and the Contractor further agrees that unless he encounters actual adverse weather in excess of those days set forth herein below, he shall not make, nor shall he be entitled to, any extension of the contract time: The contractor has included anticipated weather lost days in the project schedule per NOAA 5 years average in the project site region for precipitation greater than 1/10 inches. All weather lost days will be calculated per calendar day basis. Prior to building dry-in, all additional weather lost days beyond anticipated weather lost days in a schedule per month will result in an equal extension of contract time; after building dry-in, the contract time with respect to all critical path exterior activities shall be extended for each additional unanticipated weather lost day.

Furthermore, in addition to the notice requirements set forth in the aforesaid subparagraph 8.3.5, the Contractor agrees that it shall provide written notice to the Owner and the Architect on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the Owner and the Architect is a condition precedent to the submission of any claim for an extension of time as provided by subparagraph 8.3.5. Furthermore, as required by subparagraph 8.3.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the Owner or the Architect may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of subparagraph 8.3.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

ARTICLE IX **SUBCONTRACTORS**

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to Subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below.

ARTICLE X
CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly

attributable to the change. In the event the Contractor performs the Work required by change order with its own forces, and not the forces of a subcontractor, the overhead and profit due the Contractor for such work shall be twenty (20) percent. In the event the change order Work is performed by one or more subcontractors, the Contractor's overhead and profit shall be seven and one-half (7-1/2) percent. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 Notice to Surety; Consent

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the reasonable cost of removing and correcting the defective or nonconforming Work.

ARTICLE XII
CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

- (a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with sub-paragraph (c) below.
- (b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract,

then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

13.1 The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to sixty (60) calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same.

13.2 In the event the Owner directs a suspension of performance under this Paragraph 13 through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:

- (i) demobilization and remobilization, including such costs paid to subcontractors;
- (ii) preserving and protecting work in place;
- (iii) storage of materials or equipment purchased for the Project, including insurance thereon;
- (iv) performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE XIV **INSURANCE**

The Contractor shall maintain liability coverage and worker's compensation coverage during the term of this Agreement. Builder's Risk insurance coverage shall be procured by Contractor and is included in the Contract Price.

ARTICLE XV **MISCELLANEOUS**

15.1 Governing Law

15.1.1 The Contract shall be governed by the law of the State of Georgia.

15.2 Successors and Assigns

15.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

15.3 Surety Bonds

15.3.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

[OWNER]

City of Douglasville (SEAL)
(Typed Name)

By: Rochelle Robinson
(Signature) Rochelle Robinson, Mayor

6695 Church St., Douglasville GA 30135
(Printed Name, Title and Address)

(Date of Execution)

[CONTRACTOR]

Ra-Lin Associates, Inc. (SEAL)
(Typed Name)

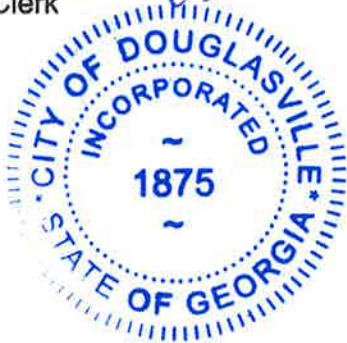
By: Wilson B. Gaden
(Signature)

Wilson B. Gaden, President 101 Parkwood Cir
Calhoun, GA 30117
(Printed Name, Title and Address)

11/21/18
(Date of Execution)

ATTEST:

Nicki Acker
City Clerk



"ATTACHMENT A"

"Clarifications and Assumptions"

The following items are **included** in the pricing:

- General Liability Insurance
- Builder's risk insurance
- Performance and Payment Bond

The following items are **not included** in the pricing:

- Construction Materials Testing Cost
- Architectural, Civil, and Structural Design Fees
- Utility Costs and utility relocation costs
- FF&E materials and installation
- Environmental Study Cost
- Third-party Commissioning
- Leed construction requirements
- ACM abatement
- Unsuitable soils remediation

The following items are further clarifications and assumptions to the documents and specifications, and included within the pricing:

- Classified Site.
- Rain Leaders.
- 1500 Gallon Grease Trap.
- \$30,000 allowance for pump station.
- Pump System included in this proposal:
- [2] Myers VS30-23-35, 3 HP Grinders to hit 70 GPM at 50' TDH - No condition of service provided
- [1] Stock duplex control panel w. high water alarm - no provisions for dialer/telemetry unit
- [1] 60"x120" Fiberglass basin w. 60" aluminum hatch & 2" mushroom vent, 2" S.80 PVC discharge piping and fittings w. 2" cast iron check valve & 2" S.80 PVC true union ball valve for shut off, common discharge to force main - 2" x 3" transition is by others.
- [4] 35' floats.
- [1] Inlet Hub & link seals.
- Sod area not clearly defined we have included 4,535 SF.
- 6' Tall Black Vinyl Chain Link, 2 1/2" Terminal / Gate Posts, 2" Line posts, 1 5/8" Top Rail, 6 GA Bottom Coil Wire.
- Barrier Gate, 3' tall x 32' opening double swing 2" galvanized frame barrier style gate mounted on 4" gate posts, 2 holdback posts.
- Brick material allowance \$350 per thousand.
- Vinyl insulation not available to fit between studs, we have included 3/4" plywood above 8' with batt insulation.
- Waterproofing at pit not shown on drawings but is included.
- No hardware schedule for Community Service Building. We have Set 2 for Door 300, Set 10 for Door 301, and Set 15 for Doors 302 and 303.
- 8 restroom identification signs 6" x 9" x 1/8" acrylic standard colors.
- 28 room identification signs 6" x 6" x 1/8" acrylic standard colors.
- 5 Fire Extinguisher with wall brackets included.
- Included mirror type M at mens and womens locker rooms.
- Aluminum Canopy to be Peachtree standard white, dark brown or clear anodized.
- No first fill of tank.
- Fire Sprinkler at main building only.
- Wet type fire sprinkler system.

“ATTACHMENT A”
“Clarifications and Assumptions”

- Sprinklers shall be Chrome Semi-Recessed Pendent Type in areas with ceilings.
- Sprinklers shall be Brass Upright Type in all exposed areas.
- Pipe to be black steel.

"Document Log Identifying Specifications and Drawings"

Spec No.	Description	Issued For Construction
	Stormwater Management Report	10/31/2018
	IFC Changes Part 01	10/31/2018
	Cover Page	10/31/2018
	Project Title Page	10/31/2018
	List of Drawings Sheets	10/31/2018
	Geotechnical Data	10/31/2018
	Geotechnical Report	10/31/2018
11000	Summary	10/31/2018
12500	Substitution Procedures	10/31/2018
12600	Contract Modification Procedures	10/31/2018
12900	Payment Procedures	10/31/2018
13100	Project Management and Coordination	10/31/2018
13200	Construction Progress Documentation	10/31/2018
13233	Photographic Documentation	10/31/2018
13300	Submittal Procedures	10/31/2018
14000	Quality Requirements	10/31/2018
14200	References	10/31/2018
15000	Temporary Facilities and Controls	10/31/2018
16000	Product Requirements	10/31/2018
17300	Execution	10/31/2018
17419	Construction Waste Management and Disposal	10/31/2018
17700	Closeout Procedures	10/31/2018
17823	Operation and Maintenance Data	10/31/2018
17839	Project Record Documents	10/31/2018
17900	Demonstration and Training	10/31/2018
03 01 30	Maintenance of Cast-in-Place Concrete	10/31/2018
03 10 00	Concrete Forming and Accessories	10/31/2018
03 20 00	Concrete Reinforcing	10/31/2018
03 30 00	Cast-In-Place Concrete	10/31/2018
03 30 53	Miscellaneous Cast-in-Place Concrete	10/31/2018
05 12 00	Structural Steel Framing	10/31/2018
05 31 00	Steel Decking	10/31/2018
05 40 00	Cold-Formed Metal Framing	10/31/2018
05 50 00	Metal Fabrications	10/31/2018
05 51 13	Metal Pan Stairs	10/31/2018
06 10 00	Rough Carpentry	10/31/2018
06 16 00	Sheathing	10/31/2018
06 41 16	Plastic-Laminate-Clad Architectural Cabinets	10/31/2018
07 11 13	Bituminous Dampproofing	10/31/2018
07 19 00	Water Repellents	10/31/2018
07 21 00	Thermal Insulation	10/31/2018
07 25 00	Weather Barriers	10/31/2018
07 26 00	Vapor Retarders	10/31/2018
07 84 43	Joint Firestopping	10/31/2018

"ATTACHMENT B"
"Document Log Identifying Specifications and Drawings"

Spec No.	Description	Issued For Construction
07 92 00	Joint Sealants	10/31/2018
08 11 13	Hollow Metal Doors and Frames	10/31/2018
08 14 16	Flush Wood Doors	10/31/2018
08 31 13	Access Doors and Frames	10/31/2018
08 33 23	Overhead Coiling Doors	10/31/2018
08 43 13	Aluminum-Framed Storefronts	10/31/2018
08 71 00	Door Hardware	10/31/2018
08 80 00	Glazing	10/31/2018
09 29 00	Gypsum Board	10/31/2018
09 30 13	Ceramic Tiling	10/31/2018
09 51 13	Acoustical Panel Ceilings	10/31/2018
09 65 13	Resilient Base and Accessories	10/31/2018
09 65 19	Resilient Tile Flooring	10/31/2018
09 68 13	Tile Carpeting	10/31/2018
09 91 13	Exterior Painting	10/31/2018
09 91 23	Interior Painting	10/31/2018
10 21 13.13	Metal Toilet Compartments	10/31/2018
10 26 00	Wall and Door Protection	10/31/2018
10 28 00	Toilet Bath and Laundry Accessories	10/31/2018
10 44 16	Fire Extinguishers	10/31/2018
12 36 61.19	Quartz Agglomerate Countertops	10/31/2018
13 34 19	Metal Building Systems	10/31/2018
21 05 17	Sleeves and Sleeve Seals For Fire-Suppression Piping	10/31/2018
21 05 18	Escutcheons for Fire-Suppression Piping	10/31/2018
21 11 00	Facility Fire-Suppression Water-Service Piping	10/31/2018
21 11 19	Fire-Department Connections	10/31/2018
21 13 13	Wet-Pipe Sprinkler Systems	10/31/2018
211116	Facility Fire Hydrants	10/31/2018
220513	Common Motor Requirements for Plumbing Equipment	10/31/2018
220516	Expansion Fittings and Loops for Plumbing Piping	10/31/2018
220517	Sleeves and Sleeve Seals for Plumbing Piping	10/31/2018
220518	Escutcheons for Plumbing Piping	10/31/2018
220519	Meters and Gages for Plumbing Piping	10/31/2018
220523.12	Ball Valves for Plumbing Piping	10/31/2018
220523.15	Gate Valves for Plumbing Piping	10/31/2018
220529	Hangers and Supports for Plumbing Piping and Equipment	10/31/2018
220553	Identification for Plumbing Piping and Equipment	10/31/2018
220719	Plumbing Piping Insulation	10/31/2018
221113	Facility Water Distribution Piping	10/31/2018
221116	Domestic Water Piping	10/31/2018
221119	Domestic Water Piping Specialties	10/31/2018
221313	Facility Sanitary Sewers	10/31/2018
221316	Sanitary Waste and Vent Piping	10/31/2018
221319	Sanitary Waste Piping Specialties	10/31/2018

"ATTACHMENT B"
"Document Log Identifying Specifications and Drawings"

Spec No.	Description	Issued For Construction
221319.13	Sanitary Drains	10/31/2018
221513	General Service Compressed-Air Piping	10/31/2018
221519	General Service Packaged Air Compressors and Receivers	10/31/2018
223300	Electric Domestic Water Heaters	10/31/2018
224213.13	Commercial Water Closets	10/31/2018
224213.16	Commercial Urinals	10/31/2018
224216.13	Commercial Lavatories	10/31/2018
224216.16	Commercial Sinks	10/31/2018
224223	Commercial Showers	10/31/2018
224233	Wash Fountains	10/31/2018
224500	Emergency Plumbing Fixtures	10/31/2018
224716	Pressure Water Coolers	10/31/2018
23 05 13	Common Motor Requirements for HVAC Equipment	10/31/2018
23 05 17	Sleeves and Sleeve Seals for HVAC Piping	10/31/2018
23 05 29	Hangers and Supports for HVAC Piping and Equipment	10/31/2018
23 05 48.13	Vibration Controls for HVAC	10/31/2018
23 05 53	Identification for HVAC Piping and Equipment	10/31/2018
23 05 93	Testing Adjusting and Balancing for HVAC	10/31/2018
23 07 13	Duct Insulation	10/31/2018
23 08 00	Commissioning of HVAC	10/31/2018
23 09 23	Direct-Digital Control System for HVAC	10/31/2018
23 09 23.16	Gas Instruments	10/31/2018
23 11 23	Facility Natural-Gas Piping	10/31/2018
23 23 00	Refrigerant Piping	10/31/2018
23 31 13	Metal Ducts	10/31/2018
23 33 00	Air Duct Accessories	10/31/2018
23 33 46	Flexible Ducts	10/31/2018
23 34 23	HVAC Power Ventilators	10/31/2018
23 36 00	Air Terminal Units	10/31/2018
23 37 13.13	Air Diffusers	10/31/2018
23 37 13.23	Registers and Grilles	10/31/2018
23 55 33.16	Gas-Fired Unit Heaters	10/31/2018
23 63 13	Air-Cooled Refrigerant Condensers	10/31/2018
23 73 13.13	Indoor Basic Air-Handling Units	10/31/2018
23 74 16.11	Packaged Rooftop Air-Conditioning Units	10/31/2018
26 00 00	Basic Electrical Materials and Methods	10/31/2018
26 05 19	Low-Voltage Electrical Power Conductors and Cables	10/31/2018
26 05 26	Grounding and Bonding for Electrical Systems	10/31/2018
26 05 29	Hangers and Supports for Electrical Systems	10/31/2018
26 05 33	Raceway and Boxes for Electrical Systems	10/31/2018
26 05 39	Underfloor Raceways for Electrical Systems	10/31/2018
26 05 43	Underground Ducts and Raceways for Electrical Systems	10/31/2018
26 05 44	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	10/31/2018
26 05 53	Identification for Electrical Systems	10/31/2018

"Document Log Identifying Specifications and Drawings"

Spec No.	Description	Issued For Construction
26 05 73.13	Short-Circuit Studies	10/31/2018
26 05 73.19	Arc-Flash Hazard Analysis	10/31/2018
26 09 23	Lighting Control Devices	10/31/2018
26 09 36	Modular Dimming Controls	10/31/2018
26 22 13	Low-Voltage Distribution Transformers	10/31/2018
26 24 16	Panelboards	10/31/2018
26 27 26	Wiring Devices	10/31/2018
26 28 13	Fuses	10/31/2018
26 28 16	Enclosed Switches and Circuit Breakers	10/31/2018
26 32 13.16	Gaseous Emergency Engine Generators	10/31/2018
26 36 00	Transfer Switches	10/31/2018
26 41 13	Lightning Protection for Structures	10/31/2018
26 43 13	Surge Protective Devices for Low-Voltage Electrical Power Circuits	10/31/2018
26 51 19	LED Interior Lighting	10/31/2018
26 52 13	Emergency and Exit Lighting	10/31/2018
26 56 19	LED Exterior Lighting	10/31/2018
28 46 21.11	Addressable Fire-Alarm Systems	10/31/2018
311000	Site Clearing	10/31/2018
312000	Earth Moving	10/31/2018
313116	Termite Control	10/31/2018
321216	Asphalt Paving	10/31/2018
321313	Concrete Paving	10/31/2018
321723	Pavement Markings	10/31/2018
321726	Tactile Warning Surfacing	10/31/2018
323113	Chain Link Fences and Gates	10/31/2018
334200	Stormwater Conveyance	10/31/2018

"Document Log Identifying Specifications and Drawings"

Drawing No.	Drawing Title	Issued For Construction
G-001	COVER SHEET	10/31/2018
G-002	TYPICAL MOUNTING HEIGHTS/ ACCESSIBILITY CODE COMPLIANCE	10/31/2018
G-010	LIFE SAFETY PLAN	10/31/2018
C-000	TOPOGRAPHIC SURVEY	10/31/2018
C-001	COVER SHEET	10/31/2018
C-002	GENERAL NOTES, LEGEND & ABBREVIATIONS	10/31/2018
C-100	EXISTING CONDITIONS & DEMOLITION PLAN	10/31/2018
C-200	SITE PLAN	10/31/2018
C-300	GRADING AND DRAINAGE PLAN	10/31/2018
C-500	EROSION CONTROL PLAN - INITIAL	10/31/2018
C-501	EROSION CONTROL PLAN - INTERMEDIATE	10/31/2018
C-502	EROSION CONTROL PLAN - FINAL	10/31/2018
C-503	EROSION CONTROL NOTES AND CHECKLIST	10/31/2018
C-504	EROSION CONTROL NOTES AND CHECKLIST	10/31/2018
C-600	UTILITY PLAN	10/31/2018
C-700	DRAINAGE AND SEWER PROFILES	10/31/2018
C-701	DRAINAGE AND SEWER PROFILES	10/31/2018
C-702	DRAINAGE AND SEWER PROFILES	10/31/2018
C-800	DETAILS	10/31/2018
C-801	DETAILS	10/31/2018
C-802	DETAILS	10/31/2018
C-803	DETAILS	10/31/2018
C-804	DETAILS	10/31/2018
C-805	DETAILS	10/31/2018
A-101	GROUND LEVEL FLOOR PLAN	10/31/2018
A-102	MEZZANINE FLOOR PLAN	10/31/2018
A-103	ROOF PLAN	10/31/2018
A-104	EXTERIOR ELEVATIONS	10/31/2018
A-105	BUILDING SECTIONS	10/31/2018
A-106	WALL SECTIONS	10/31/2018
A-107	WALL SECTIONS	10/31/2018
A-108	SECTION DETAILS	10/31/2018
A-109	PLAN DETAILS	10/31/2018
A-201	GROUND LEVEL REFLECTED CEILING PLAN	10/31/2018
A-203	MEZZANINE REFLECTED CEILING PLAN	10/31/2018
A-303	ENLARGED STAIRS AND DETAILS	10/31/2018
A-304	ENLARGED PIT PLAN AND STAIR DETAILS	10/31/2018
A-401	ENLARGED TOILET PLANS, ELEVATIONS AND SCHEDULE	10/31/2018
A-402	ENLARGED ELEVATIONS	10/31/2018
A-403	INTERIOR ELEVATIONS	10/31/2018
A-501	MILLWORK SECTIONS AND DETAILS	10/31/2018
A-503	DOOR AND FLOOR DETAILS	10/31/2018
A-601	DOOR TYPES, FRAME AND SCHEDULE	10/31/2018

"Document Log Identifying Specifications and Drawings"

Drawing No.	Drawing Title	Issued For Construction
A-602	PARTITION TYPES	10/31/2018
A-801	ROOM FINISH PLAN & SCHEDULE	10/31/2018
A-900	ADD ALTERNATE 1 - COMMUNITY SERVICE BUILDING	10/31/2018
A-901	ADD ALTERNATE 1 - ENLARGED PLANS, INT. ELEVATIONS, AND SCHEDULES	10/31/2018
A-910	ADD ALTERNATE 2 - MATERIAL STORAGE FLOOR PLAN, ELEVATIONS, AND DETAILS	10/31/2018
S-001	GENERAL NOTES	10/31/2018
S-002	GENERAL NOTES	10/31/2018
S-100	SLAB & FOUNDATION PLAN	10/31/2018
S-110	MEZZANINE FRAMING PLAN	10/31/2018
S-301	FOUNDATION SECTIONS AND DETAILS	10/31/2018
S-302	FOUNDATION SECTIONS AND DETAILS	10/31/2018
S-410	STEEL FRAMING BUILDING SECTIONS	10/31/2018
S-411	STEEL FRAMING TYPICAL DETAILS	10/31/2018
S-420	STRUCTURAL ISOMETRICS	10/31/2018
S-501	SCHEDULES	10/31/2018
S-901	COMMUNITY CENTER PLANS	10/31/2018
S-902	MATERIAL STORAGE BUILDING SLAB PLAN	10/31/2018
P-001	ABBREVIATIONS, SYMBOLS, AND GENERAL NOTES	10/31/2018
P-101	GROUND FLOOR LEVEL - SANITARY WASTE & VENT	10/31/2018
P-102	GROUND FLOOR LEVEL - DOMESTIC WATER	10/31/2018
P-103	MEZZANINE LEVEL FLOOR PLAN	10/31/2018
P-104	ROOF PLAN	10/31/2018
P-301	ENLARGED SCALE - SANITARY WASTE & VENT	10/31/2018
P-302	ENLARGED SCALE - DOMESTIC WATER	10/31/2018
P-401	ISOMETRIC DIAGRAMS	10/31/2018
P-402	ISOMETRIC DIAGRAMS	10/31/2018
P-501	DETAILS - PLUMBING	10/31/2018
P-601	SCHEDULES - PLUMBING	10/31/2018
P-901	ADD ALTERNATE 1 - COMMUNITY SERVICE BUILDING PLANS	10/31/2018
P-902	ADD ALTERNATE 1 - SCHEDULES	10/31/2018
M-001	ABBREVIATIONS, SYMBOLS, AND GENERAL NOTES - MECHANICAL	10/31/2018
M-101	GROUND LEVEL FLOOR PLAN - MECHANICAL	10/31/2018
M-102	MEZZANINE LEVEL FLOOR PLAN -MECHANICAL	10/31/2018
M-103	COMMUNITY SERVICE FLOOR PLAN - MECHANICAL	10/31/2018
M-301	SECTIONS - MECHANICAL	10/31/2018
M-302	SECTIONS - MECHANICAL	10/31/2018
M-401	Hangers and Supports for Plumbing Piping and Equipment	10/31/2018
M-501	DETAILS - MECHANICAL	10/31/2018
M-601	SCHEDULES - MECHANICAL	10/31/2018
M-701	CONTROLS - HVAC	10/31/2018
M-901	3D VIEW - HVAC	10/31/2018

"Document Log Identifying Specifications and Drawings"

Drawing No.	Drawing Title	Issued For Construction
E-001	ELECTRICAL SYMBOL LEGENDS AND ABBREVIATIONS	10/31/2018
E-002	ELECTRICAL GENERAL NOTES AND REPORTS	10/31/2018
E-100	ELECTRICAL SITE PLANS AND DETAILS	10/31/2018
E-101	GROUND LEVEL PLAN LIGHTING	10/31/2018
E-102	MEZZANINE LEVEL PLAN LIGHTING	10/31/2018
E-201	GROUND LEVEL PLAN POWER AND SYSTEMS	10/31/2018
E-202	MEZZANINE LEVEL PLAN POWER AND SYSTEMS	10/31/2018
E-501	ELECTRICAL DETAILS	10/31/2018
E-502	ELECTRICAL DETAILS	10/31/2018
E-601	ELECTRICAL POWER RISER DIAGRAM, NOTES AND DETAILS	10/31/2018
E-602	FIRE ALARM SYSTEM RISER AND GENERAL NOTES	10/31/2018
E-603	LOW-VOLTAGE SYSTEM RISERS AND NOTES	10/31/2018
E-701	ELECTRICAL PANEL SCHEDULES	10/31/2018
E-702	LIGHTING FIXTURE AND MECHANICAL CONNECTION SCHEDULES AND DETAILS	10/31/2018
E-901	ADD ALTERNATE 1 - COMMUNITY SERVICE BUILDING FLOOR PLANS, PANEL SCHEDULE, AND REPORTS	10/31/2018
E-910	ADD ALTERNATE 2 - MATERIAL STORAGE BUILDING PARTIAL ELECTRICAL SITE PLAN AND PANEL SCHEDULE	10/31/2018

Total Project Budget for CH Square and CM			
Total Revenues Identified :			
SPLOST Revenue :	\$	3,100,000.00	
Sanitation Fund Reserves	\$	3,600,000.00	
Using all Facilities Contingency budget in SPLOST	\$	1,711,600.00	
Carryover funds from Current year and Budget Changes from 2021 Budget	\$	1,392,981.00	
Total Revenues Currently Identified :	\$	9,804,581.00	
Total Expenses Identified :			
Total Cedar Mountain Road Contract	\$	7,534,079.15	
Total Owners Cost	\$	193,976.00	
Total Cost Cedar Mountain :	\$	7,728,055.15	
Courthouse Square Facility :	\$	1,911,826.00	
Total Owner Cost CH Square :	\$	164,700.00	
Total Cost of Courthouse Square	\$	2,076,526.00	
Total Cost of Both Projects:	\$	9,804,581.15	
**** SPLOST budget amendment will be in June 2019			



DOUGLASVILLE CEDAR MOUNTAIN ROAD PROJECT

FEE BUDGET

5.9.19

Item	Budget Amount
Furniture	\$61,476.00
Network equipment	\$28,000.00
Phones	\$0.00
Computers/Monitors	\$0.00
Printers / Fax /Copiers	\$0.00
Communication Cabling / Racks / Cable Tray /Patch Panel / UPS / WAPS	\$40,000.00
Electronic Security - Access Control / Video Surveillance / Intrusion Detection System	\$35,000.00
AV Equipment	\$4,800.00
Bulk Shelving & Misc. Shelving	\$16,000.00
Residential Appliances / Vending	\$4,000.00
Tack boards /Markerboards/Dry Erase Boards	\$1,200.00
Window Blinds	\$3,500.00
Total	\$193,976.00

**Assumes City leases phones



DOUGLASVILLE CEDAR MOUNTAIN ROAD PROJECT

PROGRAM BUDGET

5.9.19

PROGAM MANAGEMENT CONTRACT	\$126,750.00	
ARCHITECTURE / ENGINEERING CONTRACT	\$456,724.15	
CONSTRUCTION CONTRACT	\$6,557,913.00	<i>*Includes 10% "project contingency"</i>
SPECIAL INSPECTIONS	\$56,780.00	
FURNITURE, FIXTURES, EQUIPMENT	\$193,976.00	
IMPACT FEES / LDP / NOI	\$101,076.00	
SITE LIGHTING	\$0.00	<i>*Paid from transportation fund</i>
SURVEY	\$13,700.00	
ADD'I GEOTECH	\$7,160.00	
TEMPORARY UTILITIES / ELECTRICAL SERVICE INTO BUILDING	\$20,000.00	
BUILDING / PERMIT FEES	\$0.00	<i>*Waived by City</i>
OWNER CONTINGENCY	\$0.00	<i>*5% included in Ra-Lin Contract</i>
TOTAL	\$7,534,079.15	
 ORIGINAL CITY OF DOUGLASVILLE BUDGET	 \$7,505,998.59	
 DIFFERENCE	 (\$28,080.56)	



DOUGLASVILLE COURTHOUSE SQUARE RENOVATION

PROGRAM BUDGET

5.9.19

PROGRAM MANAGEMENT CONTRACT	\$108,550.00	
ARCHITECTURE / ENGINEERING CONTRACT	\$127,100.00	
CONSTRUCTION CONTRACT	\$1,425,826.00	
ABATEMENT OVERSIGHT / SPECIAL INSPECTONS	\$16,000.00	
ASBESTOS/LEAD ABATEMENT	\$15,000.00	
FURNITURE, FIXTURES, EQUIPMENT	\$164,700.00	
OWNER CONTINGENCY (10%)	\$142,582.60	
PERMIT FEES	\$0.00	<i>*Waived by City</i>
TOTAL	\$1,999,758.60	
ORIGINAL DOUGLASVILLE BUDGET	\$1,911,826.00	
DIFFERENCE	(\$87,932.60)	



DOUGLASVILLE COURTHOUSE SQUARE RENOVATION

FFE BUDGET

5.9.19

Item	Budget Amount
Furniture	\$48,000.00
Network equipment	\$28,000.00
Phones	\$0.00
Computers/Monitors	\$0.00
Printers / Fax /Copiers	\$0.00
Communication Cabling	\$18,500.00
Electronic Security - access control / video surveillance / intrusion detection system	\$35,000.00
AV Equipment	\$8,000.00
Bulk Shelving & Misc. Shelving	\$16,000.00
Residential Appliances	\$4,000.00
Tackboards /Markerboards/Dry Erase Boards	\$1,200.00
Signage	\$6,000.00
Total	\$164,700.00

**Assumes City leases phones