



**HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA**

**Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504**

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, August 22, 2022 - 03:00 PM**

Call to Order

Administration

- 1 Approve the award of Task Order 2022-031 Architectural Services for additional Hall County Government Center renovations to Precision Planning, Inc. of Lawrenceville, GA, in the amount of \$293,530.00.

Corrections and Maintenance

- 2 Approve the sole source purchase to refurbish the Courthouse HVAC Cooling Tower for Building Maintenance to Heat Transfer Systems of Georgia, LLC of Alpharetta, GA, in the amount of \$83,600.00.

Financial Services

- 3 Approve the agreement with Bates, Carter and Company, LLP for Financial Services for FY 22 annual audit services and authorize the Chairman to execute all necessary documents. The estimated cost is \$121,000.00.

Fire Rescue

- 4 Approve the purchase of eight (8) Osage Super Warrior Ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Forsyth, GA, in the amount is \$2,999,248.00.
- 5 Approve the purchase of five (5) 2022 Ford F-150 Responder Trucks for Fire Rescue from Brannen Motor Company of Unadilla, GA, in the amount of \$198,000.00.
- 6 Approve the purchase of emergency lighting packages for five (5) Ford F-150 trucks for Fire Rescue from West Chatham Warning Devices, Inc. of Savannah, GA, in the amount of \$52,106.10.

Management Information Systems

- 7 Approve the annual renewal for Microsoft Licensing for various County Departments with CDW Government, Inc. of Chicago, IL, in the amount of \$379,672.62.

Planning and Development

- 8 Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3. NOTE: Tabled at the May 26, 2022 Voting Meeting until the June 22, 2022 Meeting. NOTE: Tabled at the June 22, 2022 Meeting until the August 25, 2022 Voting Meeting.

Public Works and Utilities

- 9 Approve the purchase of one (1) Sewer Cleaning Vacuum Truck for the Spout Springs Water Reclamation Facility for Public Works & Utilities to Jet-Vac Equipment Company, LLC of Sumter, SC, in the amount of \$457,645.45.
- 10 Approve the limited warranty deed between Hall County and Clayton Properties Group, Inc. for the purpose of transferring property ownership for tax parcel number 15042 000341 to Hall County, subject to the review and approval by County Attorney. Commission District 1.
- 11 Approval and authorization for the Chairman to execute an access easement between Hall County and Lancaster Community Association, Inc., subject to the review and approval by County Attorney. Commission District 1.
- 12 Approve the award of Task Order 2022-035 under RFP #41-006 Demand Services for Hall County Sewer System for Spout Springs Road Phase II Sewer and Force Main Relocation, Design, and Construction Oversight for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA. The estimated cost is \$148,000.00.
- 13 Approve the Collection of a \$721,854.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Stephens Point Subdivision Phase I. Commission District 2.

Sheriff's Office

- 14 Approve the ratification of a multi-year lease agreement for tasers for the Sheriff's Office to Axon Enterprises, Inc. of Scottsdale, AZ, in the amount of \$281,133.99.

Tax Assessors

- 15 Approval and authorization for the Chairman to execute a resolution to appeal the State of Georgia Auditor's Office 2021 Hall County Sales Ratio Study, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the appeal, subject to review and approval by County Attorney.

County Administrator

Public Comments (PUBLIC HEARING ITEMS (i.e. ZONING, ORDINANCE CHANGES, ETC.) WILL ONLY BE RECEIVED AT THE REGULAR SCHEDULED VOTING MEETINGS IN WHICH THE ITEM IS TO BE HEARD) 2 minutes per speaker/ 20 minutes maximum

Commission Time

Adjourn

Hall County Government welcomes people with disabilities and their trained service animals. For questions about accessibility or to request reasonable accommodations please contact Maria Tuck, Compliance Specialist at 770-531-6712 48 hours prior to the event or as soon as possible.



AGENDA ITEM

Administration

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 454/2022

SUBJECT: Approve the award of Task Order 2022-031 Architectural Services for additional Hall County Government Center renovations to Precision Planning, Inc. of Lawrenceville, GA, in the amount of \$293,530.00.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: KC

Recommendation:
Approve the award to Precision Planning, Inc.

Purpose of Request:

To provide architectural design drawings and professional services for the development of renovation projects in the Hall County Government Center (HCGC).

History:

The Hall County Government Center's 4th floor underwent a renovation earlier this year. This project would expand upon that project, incorporating design and other architectural standards throughout the rest of the building while also addressing other structural and aesthetic issues. Additionally, these renovations will potentially help address space deficits brought to light during the ongoing Countywide space study project.

Facts and Issues:

The task order was issued under controlling contract #43-001, Demand Services for Architectural Services. The task order was issued to all four (4) participants to the contract and two (2) firms responded. Precision Planning is a vendor in good standing with the County.

Options:

The architectural services requested could potentially include the design of a new outdoor plaza, the renovation of the exterior building finish and other renovations to the building in coordination with the Hall County Space Study results.

Funding Requested \$ 293,530.00

Are funds within current budget? Yes

Source of Funds Capital Projects

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
CP	MS	LW	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	LJ
Clerk			
JR			

Attachments:

Financial Supplement

Bid Tabulation

Bid Response, Contract Document



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 454/2022

Funds Requested: \$ 293,530.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	005 - CAPITAL PROJECTS		4488 - REMODEL/RENOVATIONS	\$293,530.00

Budget Transfer Items:

Additional Information/Comments:

Department will be 587 - Const Mgmt - Cap Projects

Contact for Questions: KC

Phone: 770-297-5504

Task Order #2022-031, Architectural Services

for Additional HCGC Renovations

		Hussey Gay Bell	Precision Planning
		Duluth, GA	Lawrenceville, GA
ITEM	ITEM DESCRIPTION	PRICE	PRICE
1	Exterior Building Finish Renovation		
1a	Exterior Building Finish Renovation, Construction	\$500,000.000	
1b	Exterior Building Finish Renovation, Design Fee	\$40,000.000	\$81,320.000
1c	Exterior Building Finish Renovation, Professional Rendering	\$3,500.000	
2	Interior / Entry Way Renovation		
2a	Interior / Entry Way Renovation, Construction	\$750,000.000	
2b	Interior / Entry Way Renovation, Design Fee	\$58,125.000	\$132,650.000
3	New Outdoor Plaza with Employee Entrance		
3	New Outdoor Plaza with Employee Entrance, Construction	\$400,000.000	
3a	New Outdoor Plaza with Employee Entrance, Design Fee	\$32,000.000	\$79,560.000
3b	New Outdoor Plaza with Employee Entrance, Structural Evaluation	\$2,500.000	
3c	New Outdoor Plaza with Employee Entrance, ADA Civil Engineering	\$7,500.000	
3d	New Outdoor Plaza with Employee Entrance, Civil Permitting	\$3,500.000	
4	Total Charges (Design & Professional Service Fees + Construction)	\$1,797,125.000	\$293,530.000
4a	Subtotal Design & Professional Service Fees	\$147,125.000	\$293,530.000
4b	Subtotal Construction	\$1,650,000.000	

RECOMMENDED AWARD: PRECISION PLANNING, INC, LAWRENCEVILLE, GA @ \$293,530.00

BUDGET AMOUNT: \$1,300,000.00

TOTAL AWARDED AMOUNT: \$293,530.00

BIDS MAILED: 4 HALL: 0

BIDS RECEIVED: 2 (0-NO BIDS) HALL: 0

FUNDS: CONSTRUCTION MANAGEMENT CIP, HCGC REMODEL/RENOVATIONS



June 1, 2022

Mr. Chuck Pinney, Purchasing Supervisor
Hall County Government
2875 Browns Bridge Road, 4th Floor
Gainesville, GA 30504
mnix@hallcounty.org

**Re: Hall County Government Center Renovations
Proposal for Professional Design Services | Task Order #2022-031**

Dear Mr. Pinney:

Precision Planning, Inc. (PPI) is pleased to offer Hall County (Client) this proposal of professional design services related to renovations planned at the Hall County Government Center. The scope of services below is based upon the Request for Proposals dated May 18, 2022, the pre-proposal meeting held on site May 24, 2022, and our previous similar project experience. This project shall be contracted utilizing terms of PPI's Task Order agreement with Hall County dated October 10, 2017, with 2021/22 hourly rates.

Project Understanding

PPI understands that the Client is planning three (3) renovation projects at the current Hall County Government Center. Each scope component is outlined below:

Project 1: Exterior Building Finish

A new exterior façade system will be installed on the building (disciplines shall include Architecture and limited Structural Engineering).

Project 2: New Outdoor Plaza

The former "green roof" plaza covering a daylight basement will receive a new raised floor paver system with landscape, hardscape and site furnishings (disciplines shall include Architecture, limited Structural Engineering, and Landscape Architecture).

Project 3: Interior Renovations

Approximately 10,000 SF of interior tenant space will be reconfigured and renovated (disciplines shall include Architecture, Interiors (finishes and furniture), Mechanical, Fire Protection, Electrical and Low Voltage Engineering). Location of these interior renovations shall be determined by the Client based on the Spatial Needs Assessment currently being completed.

It is our understanding that these projects shall be issued as three separate contracts for construction. Professional design services for each scope component are proposed as outlined below.

Project Scope of Services (Applies to Projects 1, 2, and 3)

I. Schematic Design Phase

- A. PPI will attend a kick-off meeting with the Client to confirm goals and objectives for the project(s).
- B. PPI will develop a Schematic Design Package for review and comment by the Client:
 - Project 1: Three (3) rendered Schematic Exterior Elevation options
 - Project 2: Schematic Site Plan
 - Project 3: Schematic Floor Plan

- C. PPI will prepare a preliminary Opinion of Probable Cost (OPC) for each scope component, including hard and soft project costs, for submittal to the Client.

Note: It is our understanding that a construction budget of \$1,300,000 has been established by the Client for all three project scope components. PPI's Total Fees are based upon this maximum construction budget. Therefore, if the Schematic Design Phase OPC indicates that budget may be exceeded, the Client may eliminate one or more project component(s) from the scope of services. If the Client opts to increase the project budget and proceed with all project components, or if the Client opts to modify the scope of one or more project components, PPI reserves the right to renegotiate its N.T.E. Fees.

- D. Up to four (4) meetings for each project are included in this Scope of Services.

II. Construction Documents (CDs) and Permitting Phase

- A. PPI will prepare CDs for permitting, procurement and construction of the proposed project(s), including drawings and specifications. Disciplines for each scope component shall be as outlined in the Project Understanding.
- B. PPI will issue CDs for permitting review and will address comments as required for permit approval.

III. Procurement and Contract Administration

- A. PPI will assist the Client in issuing the project for public bid, including addressing bidder requests for information and issuing addenda as required, attending a pre-bid conference, opening bids, checking references for the lowest responsive and responsible bidder, and making a recommendation of award of contract.
- B. PPI will attend a pre-construction conference with the Client and Contractor (procured by the Client).
- C. PPI will visit the site every other week for up to twelve (12) weeks, prepare photographic field reports, and certify the Contractor's Pay Applications.
- D. PPI will review shop drawings and submittals [no more than two (2) revisions of each are included].
- E. PPI will review the Contractor's Requests for Information and Change Proposal Requests.
- F. PPI will perform a punch list walk-through and will certify Substantial Completion of the project.

Additional Services

The following additional services may be proposed and billed according to the attached Schedule of Standard Hourly Rates:

1. Additional meetings or site visits required or requested by the Client not listed above
2. Design changes after approval of Schematic Design, or services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule
3. LEED Administration services
4. Land Surveying services
5. Plumbing engineering services
6. Engineering services, except as defined in the Project Understanding
7. Artwork specification
8. Signage design and specification
9. Additional project components or phasing of project components
10. Additional contracts for construction

Exclusions and Assumptions

Testing services including geotechnical testing, hazardous materials testing or evaluation, water testing and core sampling are excluded from this scope of services.

Mr. Chuck Pinney
Hall County Government
June 1, 2022
Page 3

Compensation

PPI agrees to perform the services outlined in Items I, II and III for the following **Not to Exceed (N.T.E.) Fees:**

Project 1: Exterior Building Finish	\$81,320.00
Project 2: New Outdoor Plaza	\$79,560.00
Project 3: Interior Renovations	<u>\$132,650.00</u>
Total N.T.E. Fees:	\$293,530.00

PPI will invoice the Client based on actual man-hours spent according to the attached Schedule of Hourly Rates, plus Reimbursable Expenses (printing and mileage). Payments to PPI for Basic Services, Reimbursable Expenses, and Additional Services shall be made monthly in proportion to services performed. Payments under this agreement shall be due upon receipt.

Note: It is our understanding that a construction budget of \$1,300,000 has been established by the Client for all three project scope components. PPI's Total Fees are based upon this maximum construction budget. Therefore, if the Schematic Design Phase OPC indicates that budget may be exceeded, the Client may eliminate one or more project component(s) from the scope of services. If the Client opts to increase the project budget and proceed with all project components, or if the Client opts to modify the scope of one or more project components, PPI reserves the right to renegotiate its N.T.E. Fees.

If this proposal is acceptable, please sign below, initial the bottom of each page, and return to my attention (by e-mail is acceptable). Thank you for the opportunity to propose these services and to continue to serve Hall County!

Sincerely,



Elizabeth A. Hudson, RA, NCARB
Executive Vice President, LEED® AP BD+C

LH/kb

g:\document\22\22-015\1502\hall county standby services\government building renovations\ppi proposal -to #2022-031 6-1-22.doc

Attachments: Hall County Schedule of Standard Hourly Rates
Standard General Conditions
Signed Task Order Form

Authorization given this _____ day of

_____, 2022

By: _____

Title: _____

Initials: _____

HALL COUNTY SCHEDULE OF STANDARD HOURLY RATES

Principal-in-Charge	\$185.00/Hour
Senior Project Architect.....	\$140.00/Hour
Project Architect.....	\$120.00/Hour
Senior Project Manager.....	\$150.00/Hour
Project Manager.....	\$125.00/Hour
Job Captain.....	\$100.00/Hour
Intern Architect	\$90.00/Hour
Interior Designer.....	\$90.00/Hour
CADD Technician	\$80.00/Hour
Senior Civil Engineer.....	\$140.00/Hour
Civil Engineer	\$120.00/Hour
Senior Landscape Architect	\$140.00/Hour
Landscape Architect	\$90.00/Hour
Project Administrator	\$90.00/Hour
Senior Project Assistant.....	\$80.00/Hour
Project Assistant.....	\$70.00/Hour
Structural Engineer.....	\$140.00/Hour
Mechanical/Plumbing Engineer.....	\$140.00/Hour
Electrical Engineer	\$140.00/Hour
Cost Estimator	\$110.00/Hour
Senior Survey Manager	\$150.00/Hour
Survey Manager.....	\$130.00/Hour
Survey Coordinator.....	\$100.00/Hour
Survey Technician.....	\$90.00/Hour
Surveying (4-Man Crew)	\$175.00/Hour
Surveying (3-Man Crew)	\$165.00/Hour
Surveying (2-Man Crew).....	\$135.00/Hour

STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.



Initials: _____

January 27, 2021

- D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.



Initials: _____

January 27, 2021

- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.

Date Issued: May 18, 2022

Task Order #2022-031

COST PROPOSAL: Per discussion at May 24, 2022 Pre-Proposal Conference, firms shall replace RFP Cost Proposal format with a breakdown of Not To Exceed (N.T.E.) Fees for each project scope component.

Project 1: Exterior Building Finish	\$81,320.00
Project 2: New Outdoor Plaza	\$79,560.00
<u>Project 3: Interior Renovations</u>	<u>\$132,650.00</u>
TOTAL N.T.E. FEES:	\$293,530.00

Invoices must be emailed directly to the Financial Services Department at accountspayable@hallcounty.org.

Any Change Orders required must be in writing and approved before work proceeds.

CONTACTS:

Questions regarding this Task Order may be directed to Chuck Pinney at cpinney@hallcounty.org.

Technical Questions may be directed to Marty Nix at mnix@hallcounty.org.

APPROVAL SIGNATURES:

This Task Order is valid upon signature of the Owner (Hall County Board of Commissioners) and Precision Planning, Inc., which together shall constitute a completed executed Task Order. A copy of a signed Task Order in PDF or facsimile format shall be considered as valid and binding as an original.

AUTHORIZED BY:

AGREED TO:

 6-1-22

 Contractor/Authorized Agent Date

 Owner/Authorized Agent Date

Elizabeth A. Hudson, RA, Executive Vice President

 Print Name/Title

 Print Name/Title



AGENDA ITEM

Corrections and Maintenance

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 451/2022

SUBJECT: Approve the sole source purchase to refurbish the Courthouse HVAC Cooling Tower for Building Maintenance to Heat Transfer Systems of Georgia, LLC of Alpharetta, GA, in the amount of \$83,600.00.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: BJ

Recommendation:
Approve the award to Heat Transfer Systems of Georgia, LLC

Purpose of Request:

To refurbish the HVAC cooling tower components due to the imminent failure of two (2) fan motors.

History:

Heat Transfer Systems was the initial installer of the Evapco cooling tower equipment and has been providing maintenance services since FY2008 as the only authorized representative of Evapco in Georgia.

Facts and Issues:

The fan motor bearings on the two (2) fans within the Courthouse's HVAC cooling tower are worn and close to failure. The failure of one (1) or both fan units will greatly diminish the cooling capability of the existing HVAC system and have a negative impact on the working environment of the facility's offices and courtrooms.

Options:

Per Brett Jockell, the price on the quote of \$83,600 includes everything. Disregard the scope of work for the \$16,100 price as it is included in the \$83,600.

Funding Requested	\$ 83,600.00
Are funds within current budget?	Yes
Source of Funds	Capital Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
CP	WD	AP	EW
Finance	Attorney	Administration	Clerk
WG	WLI	LJ	AO

Attachments:

- Financial Supplement
- Price Quotation
- Sole Source Form



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 451/2022

Funds Requested: \$ 83,600.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Funds

No

Funding Source Items:

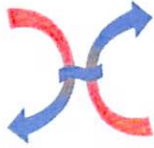
Fiscal Year	Fund	Division	Account	Amount
2023	005 - CAPITAL PROJECTS	513 - BUILDING MAINT CAP PROJS	6002 - BUILDINGS	\$83,600.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BJ

Phone: 770-531-6823



HEAT TRANSFER SYSTEMS OF GEORGIA, LLC

05/23/22

Lamar Jones
Hall County Courthouse

Subject: Hall County Courthouse – Cooling Tower

Model: Evapco AT 29-421-S

Refurbish Cooling Tower: Provide and replace the following items on above tower

- Fill kit with supports
- Drift eliminators with supports
- Air inlet louver media (SST frames to be reused)
- Fan motors (2) – 1 spd, VFD
- Shaft/bearing kits (2)
 - Fan bushing and pulley
 - Belts (2)
- Basin heater control panel
 - (2) Basin heaters – 8kw
- Coat interior of fill casing section with CIM 1000

- Work can be performed one cell at a time
- Powerwash interior/exterior of cooling tower
- Provide crane, dumpster
- Remove and dispose of old material, clean up work area

\$83,600

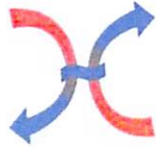
Motor replacement:

- Install (1) new VFD motor, sheave and bushing
- (1) Shaft kit
- (1) Belt
- Remove and dispose of old motor, clean up work area/debris

\$16,100

By other:

- Isolate and drain tower
- All electrical work



HEAT TRANSFER SYSTEMS

OF GEORGIA, LLC

Notes & Exceptions:

- ❖ Quote valid for 30 days
- ❖ Lead time: 6-8 weeks
- ❖ Full Freight Allowed
- ❖ All labor is standard time
 - ❖ Crane lift will be overtime
- ❖ HTS includes a full **one (1) year Material Warranty**
- ❖ Terms: Net 30

Thank you,

Steven Bodruk



HALL COUNTY G E O R G I A

Sole Source/Brand and Single Source Justification

Request Submitted By

Name:	Brett Jockell
Job Title:	Building Superintendent
Department:	#113 Buildings
E-Mail Address:	bjockell@hallcounty.org
Date of Request:	07/06/2022

Request Details

Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements of the County.

Sole Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.

For Sole Source or Sole Brand, identify efforts made to locate other possible sources.

Heat Transfer Systems is the sole distributor of Evapco commercial HVAC AT 29-421-S equipment and is the original installer of the present cooling tower system for the Courthouse. The two fans that cool the courthouse are close to failing and need to be replaced rapidly with Evapco replacement parts that carry a 1-year material warranty.

Desired Supplier Name: Heat Transfer Systems of Georgia, LLC

Desired Supplier Email: sbodruk@gacoolingtower.net

Desired Supplier Phone Number: 770-475-7740

Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Subject: Hall County Courthouse - Cooling Tower

Model: Evapco AT 29-421-S

Refurbish Cooling Tower: Furnish and Install and replace the following items on above lower

- Fill kil with supports
- Drift eliminators with supports
- Air inlet louver media (SST frames to be reused)
- Fan motors (2) - 1 spd, VFD
- Shaft/bearing kits (2)
- o Fan bushing and pulley
- o Bells (2)
- Basin heater control panel
- o (2) (3) basin heaters - 8kw
- Coat interior of 1111 casimt section with CIM 1000

Work can be performed one cell at a time

Powerwash interior/exterior of cooling tower

Provide crane, dumpster

Remove and dispose of old material, clean up work area

\$83,600

Motor replacement:

- ♦ Install (1) new VFD motor, sheave and bushing
- (1) Shaft kit
- (DBell
- Remove and dispose of old motor, clean up work area/debris

\$16,100

By other:

- Isolate and drain tower
- All electrical work

11350 Old Roswell Rd, Suite 1300, Alpharetta, Georgia 30009

Phone: 770-475-7740 Fax: 770-475-6167

Heat Transfer Systems OF GEORGIA, LLC

Notes & Exceptions:

Quote valid for 30 days

•J* Lead time; 6-8 weeks

Full Freight Allowed

All labor is standard time

Crane lift will be overtime

-> FITS includes a full one (1) year Material Warranty

<- Terms: Net 30

Justifying a Sole Source/Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).

The current cooling tower system has Evapco parts and they need to be replaced with Evapco parts.

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Sole provider to furnish and install the refurbishing of the Cooling Tower.

Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.

Sole distributor of Evapco parts in the State of Georgia.

Letter from Original Equipment Manufacturer (required):

Attached

Purchasing Use Only

Buyer:	Andy Penick
Buyer E-Mail Address:	apenick@hallcounty.org
Buyer Telephone:	770-531-4939
Contract #:	
Contract Name:	
If publicly solicited, number of protests:	Sole Source
Outcome:	Awarded Single Source
Bid # (if competitively bid):	
Purchase Order #:	TBD

Chuck Pinney (Purchasing)

From: Steven Bodruk <SBodruk@gacoolingtower.net>
Sent: Wednesday, July 6, 2022 11:33 AM
To: Chuck Pinney (Purchasing)
Cc: Kevin Ivey (Building Maint.)
Subject: Hall County Courthouse Evapco cooling tower repairs

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Pinney,

Good morning. I am writing this email in reference to a conversation with Kevin Ivey about the refurbishing the Evapco cooling tower located at the Hall County Courthouse.

Heat Transfer Systems of GA (HTS) is the official Evapco representative for the state of Georgia. We work with mechanical contractors, property managers, and property owners to supply Evapco equipment, parts, and service. HTS has in-house field technicians that are factory trained, safe, reliable and efficient. All service work is performed to Evapco factory standards.

Hopefully this answers any questions you may have. Please reach out to me if you have any other questions.

Thank you,

Steven Bodruk
Heat Transfer Systems of Georgia, LLC
sbodruk@gacoolingtower.net
Office: 770-475-7740
Cell: 716-770-6615

We service & repair all brands of cooling towers, heat exchangers and filtration equipment!





AGENDA ITEM

Financial Services

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 434/2022

SUBJECT: Approve the agreement with Bates, Carter and Company, LLP for Financial Services for FY 22 annual audit services and authorize the Chairman to execute all necessary documents. The estimated cost is \$121,000.00.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: WG

Recommendation:
Department recommends approval.

Purpose of Request:
Approve the agreement with Bates, Carter and Company, LLP for Financial Services for the purpose of providing annual audit services, and authorize the Chairman to execute any necessary documents. The estimated annual cost is \$121,000.00.

History:
Bates, Carter and Company has historically provided audit services to the County and is in good standing with the County. The vendor is also tasked with compiling our annual audit report.

Facts and Issues:
A signed engagement letter is necessary for the auditors to commence audit procedures. The audit must be completed within six months of the fiscal year end.

Options:

Funding Requested	\$ 121,000.00
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Budget	Finance	Attorney
NB	EW	WG	WLI
Administration		Clerk	
LJ		JR	

Attachments:

Financial Supplement
FY2022 Audit Engagement Letter and Addendum



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 434/2022

Funds Requested: \$ 121,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	001 - GENERAL	184 - GENERAL SERVICES	4412 - AUDITS	\$121,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: NB

Phone: 3900



July 18, 2022

Board of Commissioners
HALL COUNTY, GEORGIA
P.O. Box 1435
Gainesville, Georgia 30503-1435

We are pleased to confirm our understanding of the services we are to provide HALL COUNTY, GEORGIA for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of HALL COUNTY, GEORGIA as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement HALL COUNTY, GEORGIA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to HALL COUNTY, GEORGIA's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of the Net Pension Liability - ACCG Hall County Defined Benefit Plan
- Schedule of Contributions - ACCG Hall County Defined Benefit Plan
- Schedule of Notes to Required Supplementary Information - ACCG Hall County Defined Benefit Plan
- Schedule of Changes in the Net OPEB Liability and Related Ratios - Hall County, Georgia Postretirement Health and Life Insurance Benefit Plans

- Schedule of Employer Contributions - Hall County, Georgia Postretirement Health and Life Insurance Benefit Plans
- Schedule of Notes to Required Supplementary Information - Hall County, Georgia Postretirement Health and Life Insurance Benefit Plans
- Budgetary Comparison Schedule - General Fund
- Budgetary Comparison Schedule - Fire Services
- Budgetary Comparison Schedule - Multiple Grants
- Budgetary Comparison Schedule - American Rescue Plan Act

We have also been engaged to report on supplementary information other than RSI that accompanies HALL COUNTY, GEORGIA's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- Schedule of Projects Constructed with Special Purpose Local Option Sales Tax
- Schedule of Expenditures of Federal Awards
- Combining and Individual Nonmajor Fund Financial Statements
- Supplemental Budgetary Comparison Schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Transmittal letter and other information in the introductory section
- Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made on the financial statements. The objectives also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of

laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may be delivered to each of the parties to whom they are directed and only to such party, we cannot guarantee or warrant that emails from us will be delivered and read only by addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement based on our prior period audit: Management Override of Controls. This risk is addressed by procedures in the audit, including but not limited to:

- Assignment of audit staff based on consideration of audit risk
- Procedures to incorporate an element of unpredictability in the audit from period to period
- Consideration of the selection and application of significant accounting principles
- Examination of journal entries
- Review of accounting estimates for bias
- Evaluation of business rationale for unusual transactions

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we

will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis of our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error. As fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of HALL COUNTY, GEORGIA's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of HALL COUNTY, GEORGIA's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on HALL COUNTY, GEORGIA's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of HALL COUNTY, GEORGIA in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedules of expenditures of federal awards, all financial records, and related information available to us and the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3)

others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on September 27, 2022.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to HALL COUNTY, GEORGIA; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Bates, Carter & Co., LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review

of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bates, Carter & Co. LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a Cognizant or Oversight agency or its designee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kristi L. Griffin, C.P.A., is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately September 27, 2022, and to issue our reports no later than December 31, 2022.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$95,000. Our fees associated with the Report of Local Government Finance reporting will be \$2,500. Our fees associated with the preparation of the Landfill Financial Assurance Report are included in the audit fee. Our fees associated with the Uniform Guidance (Single Audit) procedures and reporting will be \$5,000 per major program. Any implementation fees associated with new applicable reporting requirements will be \$1,500 to \$7,500 per implementation. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

You have requested that we provide you with our most recent external peer review report, accordingly, our most recent peer review report accompanies this letter.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners of HALL COUNTY, GEORGIA. We will make reference to Jason Bull, C.P.A.'s audit of the Hall County Health Department in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to HALL COUNTY, GEORGIA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Bates, Carter & Co., LLP

BATES, CARTER & CO., LLP

RESPONSE:

This letter correctly sets forth the understanding of HALL COUNTY, GEORGIA.

Management Signature _____
Title _____
Date _____

Governance Signature _____
Title _____
Date _____

Enclosure



DiPiazza LaRocca Heeter & Co, LLC
510 Office Park Drive • Suite 100
Birmingham, AL 35223
205.871.9973
www.dlhcpa.com

November 11, 2020

To the Partners of Bates Carter & Co., LLP
and the Peer Review Committee of the Georgia Society of Certified Public Accountants:

We have reviewed the system of quality control for the accounting and auditing practice of Bates Carter & Co., LLP (the firm) in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review, when applicable, included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Bates Carter & Co., LLP in effect for the year ended June 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Bates Carter & Co. LLP has received a peer review rating of *pass*.

D. Piazza LaRocca Heeter & Co., LLC



PH 770.532.9131
FX 770.536.5223
525 CANDLER STREET, NE
PO DRAWER 2396
GAINESVILLE, GEORGIA 30503
WWW.BATESCARTER.COM

ENGAGEMENT LETTER ADDENDUM

August 2, 2022

Board of Commissioners
HALL COUNTY, GEORGIA
P.O. Box 1435
Gainesville, Georgia 30503-1435

Dear Mr. Geddings:

This letter constitutes an addendum to our original engagement letter dated July 18, 2022 from Bates, Carter & Co., LLP (the "Auditor") to Hall County, Georgia (the "County") for the financial statement audit for the year ending June 30, 2022, and shall be deemed a part thereof. The Auditor and the County agree as follows:

In our initial planning phase of the audit, we were notified of turnover in key department head positions. These changes increase our risk assessment for certain departments and call for additional procedures not anticipated in our original letter. In response, additional procedures related to the re-evaluation and testing of departmental internal controls will be included in our audit for the following County departments:

Planning & Development Department, located at 2875 Browns Bridge Road
Animal Services Department, located at 1688 Barber Road

We estimate our fee for the additional work to be \$6,000. We will work with the County to minimize our hours and related costs.

All the terms of our original engagement letter will apply to this addendum.

Very truly yours,

Bates, Carter & Co., LLP

BATES, CARTER & CO., LLP

RESPONSE:

This letter correctly sets forth the understanding of HALL COUNTY, GEORGIA.

By _____

Title _____

Date _____



AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 419/2022

SUBJECT: Approve the purchase of eight (8) Osage Super Warrior Ambulances for Fire Rescue to Ten-8 Fire and Safety, LLC of Forsyth, GA, in the amount is \$2,999,248.00.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: CCA
Recommendation:
Ten-8 Fire and Safety, LLC

Purpose of Request:

To purchase eight (8) new Osage ambulances from Ten-8 Fire and Safety Equipment.

History:

Ten-8 Fire and Safety Equipment is the sole source for Osage ambulance purchases. We have used them in the past. They are in good standing within the County.

Facts and Issues:

Cooperative Purchase, Florida Sheriffs Association (FSA) Contract #FSA20-VEF14.01 Ambulances and Other Equipment Effective May 2020 - March 31, 2023 FSA Specification Group 2: Ambulance Type 1 - 4x2 Regular Cab Gas Engine. FSA Awarded Vendor: Ten-8 Fire and Safety, LLC FSA Bid Item 3219 Osage Ford F-550-Super Warrior FSA Contract Award Price Effective 01/01/2022

Options:

Funding Requested	\$ 2,999,248.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII and Capital Projects
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	submit	approve	Purchasing
DH	CA	CA	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	LJ
Clerk			
JR			

Attachments:

Financial Supplement

Ten-8 Quote



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 419/2022

Funds Requested: \$ 2,999,248.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII and Capital Projects

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	028 - SPLOST VIII	1805 - SP-VIII AMBULANCES	6006 - MOTOR VEHICLES	\$666,666.00
2023	005 - CAPITAL PROJECTS	524 - E.M.S.	6006 - MOTOR VEHICLES	\$500,000.00
2024	028 - SPLOST VIII	1805 - SP-VIII AMBULANCES	6006 - MOTOR VEHICLES	\$666,667.00
2024	005 - CAPITAL PROJECTS	524 - E.M.S.	6006 - MOTOR VEHICLES	\$874,547.00
2025	005 - CAPITAL PROJECTS	524 - E.M.S.	6006 - MOTOR VEHICLES	\$291,368.00

Budget Transfer Items:

Additional Information/Comments:

Delivery of ambulances is not expected for two years.

Contact for Questions: CCA

Phone: 470.623.7129



IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal # 62922

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: June 29, 2022 ("Proposal Date")

Customer: Hall County Fire Services ("Customer")

Customer Address: 470 Crescent Dr Gainesville, GA 30501

Qty	Product Description & Options	Price
8	2024 Osage Super Warrior on F550 4x2 gas chassis FSA Contract #FSA20-VEF14.01	\$351,381
8	Stryker Power load	\$28,525
8	Multi unit discount	(\$5,000)
	Total per unit	\$374,906
	* Ford FIN discount currently unavailable. Amount will be applied if applicable	
**Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer.		Total: \$2,999,248

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 24 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Contingent upon receipt of chassis

Unless accepted within 20 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Hall County Fire Services

Ten-8 Fire & Safety, LLC

By: _____

By:

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Eric Wilcox**

Date: _____

Date: **6-29-22**

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. "Acceptance" has the same meaning set forth in Company's Equipment Proposal.
- b. "Company's Equipment Proposal" means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. "Cooperative Purchasing Contract" means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. "Delivery" means when Company delivers physical possession of the Product to Customer.
- e. "Manufacturer" means the Manufacturer of any Product.
- f. "Prepayment Discount" means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. "Product" means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. "Purchase Price" means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
- i. "Purchasing Terms and Conditions" means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature; explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.



AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 442/2022

SUBJECT: Approve the purchase of five (5) 2022 Ford F-150 Responder Trucks for Fire Rescue from Brannen Motor Company of Unadilla, GA, in the amount of \$198,000.00.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: CCA

Recommendation:
Department recommendation is to approve the purchase.

Purpose of Request:

Approve the purchase of five (5) 2022 F150 trucks from Clint Brannen Motors.

History:

We have purchased from Clint Brannen in the past and they are a very good vendor and in good standing within the County.

Facts and Issues:

Clint Brannen has five (5) 2022 F150 trucks available now. Allan Vigil isn't offering 2022 trucks any longer and the lead time on the 2023 F150 trucks is months. A comparison sheet for a 2023 from Allan Vigil is attached. There is only \$1034 difference in the state contract vs. Clint Brannen and the lead time is the biggest reason Fire Services is asking for approval to purchase from Clint Brannen Motors.

Options:

Funding Requested	\$ 198,000.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2022-08-25

Approvals:

Buyer	submit	approve	Purchasing
DH	CA	CA	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	LJ
Clerk			
JR			

Attachments:

- Financial Supplement
- Brannen Fleet Proposal
- Allan Vigil Proposal



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 442/2022

Funds Requested: \$ 198,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	005 - CAPITAL PROJECTS	524 - E.M.S.	6006 - MOTOR VEHICLES	\$79,200.00
2023	005 - CAPITAL PROJECTS	527 - FIRE DIST CAPITAL PROJECT	6006 - MOTOR VEHICLES	\$118,800.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CCA

Phone:

470-623-7129

FLEET - COMMERCIAL - GOVERNMENT SALES



THE ORIGINAL
BRANNEN MOTOR COMPANY



"YOUR EMERGENCY VEHICLE HEADQUARTERS FOR OVER 25 YEARS"

1080 Second Street
I-75 @ Exit# 122
PO Box 746
Unadilla GA. 31091

Toll Free 1-800-999-9606
Local (478) 627-3221
Fax (478) 627-9550
Email: jamey@brannenmotors.com

Hall Co.
Fleet Proposal

7-21-2022

	2022 Ford F-150 Responder Crew Cab	
	3.5L V6 Ecoboost 4x4; 10 speed auto transmission	
	240 Amp Alternator	
	Class IV trailer tow hitch	
	Power windows, locks, mirrors, tilt & cruise	
	AM/FM stereo/clock with 8" touchscreen	
	Sync® 4 with Apple Carplay & Android Auto compatibility	
	Reverse Sensing System	
	Rearview camera with Dynamic Hitch Assist	
	Hill Start Assist	
	Fog lights and black platform running boards	
	Remote keyless entry	
	LT265/70R 18 All Terrain tires	
	18" six-spoke silver aluminum wheels	
	Cloth front bucket seats, vinyl rear and vinyl flooring	
	No center console (allows for aftermarket installation)	
	Total= 39,600	

Bobby Reed *Fleet Manager*

Jamey Reed *Asst. Fleet Manager*

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2023 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, SWB

Base Price **\$28,460.00**

SWC #99999-SPD-ES40199373-002

Equipment included in base price:

3.3L V6 Flex Fuel engine
10 Speed Automatic Transmission
Factory Installed A/C
AM-FM Radio
Solar Tinted Glass
Power Steering/ABS Brakes
Rear view back up camera
Vinyl 40/20/40 Bench Seat
Rubber Floor Covering
Full Size Spare/ Step bumper
Autolamp headlights
Short Bed (6.5 ft)
Power Windows, Locks & Mirrors
Cruise control
P245/70R17 Tires
Ford SYNC (Bluetooth)
Reverse sensing

Exterior Colors	Interior Color
D1 Stone Gray	Gray
PQ Race Red	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"
YZ Oxford White	"

School Bus Yellow is available at
\$925.00 per vehicle

FOB Allan Vigil Ford
Delivery- see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd
Morrow, GA 30260
770-968-0680 Phone
678-364-3910 Fax

Options	Price		Code
5.0L V8 Flex Fuel engine	2,150.00		995
3.5L V6 EcoBoost engine**	2,545.00	2545	99G
2.7L V6 Ecoboost	1,260.00		99P
Long Bed (8 ft)	295.00		145
Extended range fuel tank**	410.00		655
Super Cab (6.5 ft. bed)	4,436.00		X1C
Super Cab (8 ft. bed) *	5,550.00		X1C/Long
4x4 Option- Regular cab	4,996.00		F1E
4X4 Option- Super&Crew Cabs	4,454.00	4454	X1E
Skid plates (4X4s only)	155.00		413
Crew Cab SWB (5.5 ft bed)	7,765.00		W1Cs
Crew Cab LWB* (6.5 ft bed)	9,010.00		W1C/Long
3.5L Hybrid engine- Crew Cab)	11,442.00		99D
Limited Slip Axle	525.00		XL9
Daytime Running Lights	42.00		942
Power Driver Seat	345.00		91P
Blind spot alert, lane keeping, SYNC 4,cloth 40/console/40 seat, 8" touch screen	675.00	675	102A
LT265/70R17C A/T tires	295.00	295	T7C
Class IV Hitch (w/o tow pkg)	295.00	295	53B
Trailer Tow Pkg(includes Electric Brake Controller)	1,220.00		53A
Tow Mirrors w/ spotlights***	495.00		54Y/59S
Running boards (black)	262.00	262	18B
Electric Brake Control for 53B	255.00		67T
40-20-40 Cloth Split Bench	N/C		CS
Cloth Buckets w/console***	275.00	275	WS
Rear window defroster	305.00		57Q/924
Fog Lights	135.00	135	595
Carpet w/ Mats	140.00		168
Aluminum Wheels & Bumpers	740.00	740	86A
SYNC 4 w/ SiriusXM	305.00	305	524/582
Bed Utility pkg/ tailgate step	765.00		68L
Spray-in Bedliner	420.00		ATK
400 Watt outlet***	315.00		471
XLT Package	6,650.00		300A
XLT Power Driver Seat	330.00		91P

Options total	9981
Other vendor added equipment	0.00
Delivery	125
Total	\$38,566.00

Discount

* 5.0L V8 or 3.5L Ecoboost engine required
** Not available with regular cab short wheel base
*** Super cab & Crew cab only

Contact person _____
Agency _____
Phone Number _____



AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 431/2022

SUBJECT: Approve the purchase of emergency lighting packages for five (5) Ford F-150 trucks for Fire Rescue from West Chatham Warning Devices, Inc. of Savannah, GA, in the amount of \$52,106.10.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: CCA
Recommendation: Award to West Chatham

Purpose of Request: To purchase lighting packages for five (5) new 2022 F150 trucks.

History: West Chatham is our annual contract vendor for this type of work.

Facts and Issues: We have five (5) new 2022 F150 trucks that need to have lighting packages installed on each. Our current annual contract holder is West Chatham Warning Devices. under Contract #009-42.

Options:

Funding Requested	\$ 52,106.10
Are funds within current budget?	Yes
Source of Funds	Capital Projects
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
-------	--------	---------	------------

Buyer	submit	approve	Purchasing
DH	CA	CA	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	LJ
Clerk			
JR			

Attachments:

Financial Supplement

Quote - West Chatham Warning Devices



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 431/2022

Funds Requested: \$ 52,106.10

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	003 - FIRE	524 - E.M.S.	6006 - MOTOR VEHICLES	\$20,842.44
2023	003 - FIRE	527 - FIRE DIST CAPITAL PROJECT	6006 - MOTOR VEHICLES	\$31,263.66

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CCA

Phone: 470.623.7129

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: HALLFD
Quote No.: 92000

Quote To: HALL COUNTY GOVERNMENT
ATTN ACCOUNTS PAYABLE
P.O. DRAWER 1435
GAINESVILLE, GA 30503

Ship To: ALPHARETTA INSTALL

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
07/20/2022		Origin	NET 30	
Purchase Order Number		Sales Person		Quote Expires
		ANDREA PADGETT		08/19/2022
Quantity	Item Number	Description	Unit Price	Amount
		2022 F150 --Admin--		
5	WHE-ISFW47Z	INNER EDGE FST 10 LT NO TD 17-21 F150-F350	725.40	3627.00
50	WHE-ISDD	DUO MODULE FST/RST RED/WHT	32.40	1620.00
5		TXRWX2 RED/AMBER TOP OF CAMPER SHELL	373.80	1869.00
10	WHE-I2D	DUO LINEAR ION RED/WHITE BLK 2 tag	107.40	1074.00
20	WHE-I2SMD	SURFACE MT DUO ION RED/WHITE ON pushbumper fascai (4)	107.40	2148.00
5	WHE-IONBKT1	License Plate Bkt for Ions (2 ION) Not Suf Mt	19.28	96.40
10	WHE-TCRWX6-D	Tracer WecanX 6 lamp DUO INC DUO Head Red/Clear	859.80	8598.00
10	WHE-TCRB47	Tracer Mt Kit 5 or 6 lamp 15-21 F150 & 17-20 F250+	56.40	564.00
20	WHE-PSD02FCR	STRIPLITE+ DUO FLASHER RED/W UNDER TAILGATE	113.40	2268.00
5	WHE-C399	CENCOM CORE	803.25	4016.25
5	WHE-CCTL6	CORE HEAD W/ROTARY KNOB	412.00	2060.00
5	WHE-C399K7	OBD11 cable (WecanX) 21 F-150	0.00	0.00
10	WHE-CEM16	Expansion Module Wecan X 16 output 4 Input	131.54	1315.40
10	WHE-SA315P	Speaker 100 watt	131.25	1312.50
10	WHE-SAK1	SA315 Mt Kit Universal	17.04	170.40
20	WHE-TLMI2D	MINI T-ION RED/WHITE	82.20	1644.00

Thank You

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: HALLFD
Quote No.: 92000

Quote To: HALL COUNTY GOVERNMENT
ATTN: ACCOUNTS PAYABLE
P.O. DRAWER 1435
GAINESVILLE, GA 30503

Ship To: ALPHARETTA INSTALL

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
07/20/2022		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	ANDREA PADGETT		08/19/2022	
Quantity	Item Number	Description	Unit Price	Amount
FRONT & REAR 1/4 PANELS				
5	HAV-C-VSW-3000-F1502	VSW-3000-F150-2 Console	730.72	3653.60
5	HAV-C-APW-1390	13" Acc Pocket Deep for 3.3"W Section of Wide Consoles	55.85	279.25
5		11.5" OF FPW FILLER	0.00	0.00
5	HAV-C-EB40-CCS-1P	40-CCS-1P Equip Bkt for CCSRN	0.00	0.00
15	HAV-C-MCB	Console Mic Clip Bracket	12.72	190.80
5		EB RADIO BRKT XPR4550 REMOTE OR SC	0.00	0.00
5	HAV-CUP2-1001	Self-Adjusting Double Cup Holder	26.80	134.00
5	HAV-C-AP-0945-L	LOCKING STORAGE COMPARTMENT Internal 9" Mounting Space, 4.5" deep with lid	104.02	520.10
5	HAV-C-USB-2	Dual USB Charge Module 2.4 amp/ 2.4 amp	55.38	276.90
10	HAV-C-ARM-102	ARM-102 Side Mount Armrest	57.46	574.60
15	MAGMIC	Magnetic Mic MMSU-1	39.95	599.25
5	HAV-C-HDM-214	8.5" Side Mt Telescop Pole	94.60	473.00
5	HAV-C-MD-119	11" Slide Out Locking Swing	204.33	1021.65
5	WES-57-4065	HDX BUMPER/WRAP BLK 21 F-150 (\$ inc freight)	750.00	3750.00
5		800 MG ANTENNA & COAX Hotwire for future radio	75.00	375.00
5	SHOPSUPPLY	SHOP SUPPLY FEE	75.00	375.00

Thank You

WEST CHATHAM WARNING DEVICES2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369Customer No.: HALLFD
Quote No.: 92000Quote To: **HALL COUNTY GOVERNMENT**
ATTN: ACCOUNTS PAYABLE
P.O. DRAWER 1435
GAINESVILLE, GA 30503Ship To: **ALPHARETTA INSTALL**

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
07/20/2022		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	ANDREA PADGETT		08/19/2022	
Quantity	Item Number	Description	Unit Price	Amount

		(WIRING, LOOM, ETC)		
5		ship/freight	200.00	1000.00
5.000		labor to install above & cust supplied flashlight	1300.00	6500.00
		Quote subtotal		52106.10
		Quote total		52106.10

Pricing subject to Manufacture price increases

Thank You



AGENDA ITEM

Management Information Systems

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 428/2022

SUBJECT: Approve the annual renewal for Microsoft Licensing for various County Departments with CDW Government, Inc. of Chicago, IL, in the amount of \$379,672.62.

Meetings:

Work Session Date: 08/22/22 **Voting Meeting Date:** 08/25/22

Executive Summary:

Presenter: DS

Recommendation:
CDW Government, Inc.

Purpose of Request:
Approve the renewal for Microsoft license for the County.

History:
This is renewed annually for these licenses.

Facts and Issues:
Instead of the individual departments being processed for this renewal, CDW Government, Inc. and MIS have processed all request into one quote, #MVBP386.

Options:

Funding Requested	\$ 379,672.62
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
-------	--------	------------	--------

Buyer	Submit	Purchasing	Budget
DH	DS	AP	EW
Finance	Attorney	Administration	Clerk
WG	WLI	LJ	JR

Attachments:

Financial Supplement
FY2023 Microsoft License Cost Allocation
CDW Quote



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 428/2022

Funds Requested: \$ 379,672.62

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023			4487 - COMPUTER REPAIRS & MAINT	\$379,672.62

Budget Transfer Items:

Additional Information/Comments:

See attached worksheet for budget breakdown by department.

Contact for Questions: DS

Phone: 770-531-6707

Microsoft License Renewal
Office, Window 10, Email, Client Access Licenses, Server Licenses, Etc.
Contract Renewal - August 2020 (3 year contract)
FY2023 Allocation
Account 4487

MIS Est FY 2021- 2023 Annual Cost	10% Contingency	Est Annual Budget Cost
379,673.00	110.00%	417,640

Fund	Dept. #	Departments	**# of MS Office/Windows Licenses**	Dept %	FY 2021 Allocation Microsoft Renewal	
001	101	Administration	15	1.10%	4,613	
001	101	Convention Bureau	6	0.44%	1,845	
001	102	Finance	19	1.40%	5,843	
001	103	Purchasing	5	0.37%	1,538	
001	104	HR	13	0.96%	3,998	
001	105	MIS	28	2.06%	8,611	
001	105	Other	11	0.81%	3,383	
001	107	Building Inspections	9	0.66%	2,768	
001	108	Business License	4	0.29%	1,230	
001	109	Tax Assessor	31	2.28%	9,534	
006	1106	Planning	15	1.10%	4,613	
001	111	Animal Control	20	1.47%	6,151	
002	1117	Parks	31	2.28%	9,534	
006	1121	Marshal's Office	14	1.03%	4,306	
009	1124	EMS	54	3.98%	16,607	split 70/30 bt 127/1124
009	1126	Emergency Management	31	2.28%	9,534	
001	113	Building Maintenance	15	1.10%	4,613	
006	1131	Roads	9	0.66%	2,768	
006	1136	Engineering	22	1.62%	6,766	
007	122	E911	29	2.14%	8,919	
001	123	Corrections	21	1.55%	6,458	
003	127	Fire	126	9.28%	19,766	split 70/30 bt 127/1124
010	133	Landfill	4	0.29%	1,230	split equally on 133/134
010	134	Landfill	4	0.29%	1,230	split equally on 133/134
010	135	Resource Recovery	7	0.52%	2,153	
001	143	Sheriff	273	20.10%	64,976	
001	152	Solicitor	42	3.09%	12,917	
001	153	Superior Court	43	3.17%	13,224	
001	154	State Court	21	1.55%	6,458	
001	155	Clerk of Court	66	4.86%	20,298	
001	156	Probate Court	12	0.88%	3,690	
001	156	PreTrial Services	5	0.37%	1,538	
001	157	Juvenile Court	33	2.43%	10,149	
001	158	District Attorney	71	5.23%	21,835	
001	159	Magistrate Court	18	1.33%	5,536	
001	160	Court Admin	11	0.81%	3,383	
001	160	FLIC (Courts)	0	0.00%	0	
001	160	Interpreter (Courts)	0	0.00%	0	
001	161	Indigent Defense	8	0.59%	2,460	
001	161	Public Defender	30	2.21%	9,226	
001	161	Legal Advocate	1	0.07%	308	
001	162	Courts Information Systems	8	0.59%	2,460	
001	163	Treatment Services	49	3.61%	15,069	
001	164	Probation Services	23	1.69%	7,073	
001	165	Elections	19	1.40%	5,843	
001	172	Environmental Health	24	1.77%	7,381	
001	182	Extension Agency	10	0.74%	3,075	

001	185	Tax Commissioner	40	2.95%	12,302
001	2132	Fleet	8	0.59%	2,460
		Total:	1,358	100.00%	379,673



QUOTE CONFIRMATION

DEAR TOBY CATO,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

Thank you.



ACCOUNT MANAGER NOTES: Adam Bruno
312-705-0710
adabrun@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVBP386	6/8/2022	**BILL ONLY**	2687851	\$379,672.62

IMPORTANT - PLEASE READ
Special Instructions: Microsoft Enrollment # 76992476 Bill Date 08/01/2022

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA SQL SRV STD CORE SA Mfg. Part#: 7NQ-00292-SLG-13 Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)	23	4408075	\$596.64	\$13,722.72
MS EA SOLSVRENTCORE ALNG SA Mfg. Part#: 7JQ-00343-13-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)	4	4627350	\$2,286.56	\$9,146.24
MS EA WINSVRDCORE ALNG SA Mfg. Part#: 9EA-00278-13-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)	96	4627356	\$128.82	\$12,366.72
MS EA O365 E1 GCC P USER Mfg. Part#: U4S-00002-12-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software Microsoft Enterprise (99999-SPD-SPD0000060-0004)	932	3587696	\$81.36	\$75,827.52
MS EA EXCHGSRVSTD ALNG SA MVL Mfg. Part#: 312-02257-12-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)	1	5109905	\$128.82	\$128.82
MS EA OFFICEPROPLUS ALNG SA MVL PLTF Mfg. Part#: 269-12442-12-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)	1184	5109899	\$97.46	\$115,392.64

QUOTE DETAILS (CONT.)				
MS EA CORECALBRIDGE0365 P/U	932	5756986	\$19.02	\$17,726.64
Mfg. Part#: AAA-12415-15-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)				
MS EA CORE CAL STE BRIDGE PLATFM P U	820	3880908	\$15.97	\$13,095.40
Mfg. Part#: AAA-12417-12-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software Microsoft Enterprise (99999-SPD-SPD0000060-0004)				
MS EA WIN ENT UPG SA PLTFRM	1184	3871004	\$56.78	\$67,227.52
Mfg. Part#: KV3-00356-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)				
MS EA O365 G1 PER USER F SA	820	3551674	\$67.12	\$55,038.40
Mfg. Part#: 7R6-00001-12-SLG Electronic distribution - NO MEDIA Contract: State of Georgia Software (99999-SPD-SPD0000060-0004)				

PURCHASER BILLING INFO	SUBTOTAL	\$379,672.62
Billing Address: HALL COUNTY BOARD OF COMMISSIONERS ACCTS PAYABLE PO BOX 1435 GAINESVILLE, GA 30503-1435 Phone: (770) 535-8270 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$379,672.62
	DELIVER TO Shipping Address: HALL COUNTY BOARD OF COMMISSIONERS 470 CRESCENT DR GAINESVILLE, GA 30501-5079 Shipping Method: ELECTRONIC DISTRIBUTION	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	Adam Bruno		(877) 325-6613		adabrun@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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AGENDA ITEM

Planning and Development

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 346/2022

SUBJECT: Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3. NOTE: Tabled at the May 26, 2022 Voting Meeting until the June 22, 2022 Meeting. NOTE: Tabled at the June 22, 2022 Meeting until the August 25, 2022 Voting Meeting.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: RD

Recommendation:

Approved, with conditions: 1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval. 2. The lots shall be a minimum of one acre in size. 3. The minimum road frontage shall be 50 feet. 4. The property shall have a maximum of 18 lots. 5. There shall be no vinyl siding. 6. All houses shall have hardi plank stone and masonry exteriors. 7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices." 8. All conditions of zoning shall be part of any plat of the property. 9. Lot 1 and 14 shall have a 5 foot non access easement to Coker Road. 10. The houses shall have a minimum 1,500 square feet of heated floor space for a one story home and 2,000 square feet of heated floor space for a two story home. 11. All roads shall be built to Hall County standards.

Purpose of Request:

History:

Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3.

Facts and Issues:

Options:

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
JR	JR	JR	JR
Attorney	Administration		Clerk
JR	JR		JR

Attachments:

- Updated Board Memo - as of 8/19/2022
- Updated Board Memo - as of 6/24/2022
- Board Memo
- Updated Recommendation Report - as of 8/19/2022
- Recommendation Report
- Application
- Narrative
- Revised Site Plan - as of 8/10/2022
- Site plan
- Maps
- Deed
- Enviornmental Health Comments.pdf
- GDOT Comments
- Public Works Comments
- Public Comments
- Updated Notice Sign Photo
- Notice Sign Photo



Hall County Government

PLANNING & DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Randi Doveton, Director

Date: August 18, 2022

Subject: Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3.

The item before you is a request to rezone approximately 27 acres to develop a single-family detached residential neighborhood. This item was tabled at your June 9, 2022 voting meeting to allow the applicant an opportunity to prepare a more detailed and accurate conceptual plan.

The revised site plan was received on August 10, 2022 and is included with your packet. The revised site plan includes 21 lots with 2 storm water management ponds on 3 lots, a layout reconfiguration that includes 2 cul-de-sac streets.

The Planning Commission approved the request on April 18, 2022 with the conditions. There was one (1) written comment in opposition submitted in advance of the Planning Commission meeting and three (3) people spoke in opposition during the public hearing on April 18, 2022

The 11 conditions are listed below, staff would also request that the storm water management ponds be located on separate tracts instead of on the residential lots. Including them on the buildable lots will increase the likelihood of maintenance and access issues for Hall County.

- 1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
- 2. The lots shall be a minimum of one acre in size.*
- 3. The minimum road frontage shall be 50 feet.*
- 4. The property shall have a maximum of 18 lots.*
- 5. There shall be no vinyl siding.*
- 6. All houses shall have hardi plank stone and masonry exteriors.*

7. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:*

“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

8. *All conditions of zoning shall be part of any plat of the property.*

9. *Lot 1 and 14 shall have a 5 foot non access easement to Coker Road.*

10. *The houses shall have a minimum 1,500 square feet of heated floor space for a one story home and 2,000 square feet of heated floor space for a two story home.*

11. *All roads shall be built to Hall County standards.*



Hall County Government

PLANNING & DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Randi Doveton, Director

Date: June 16, 2022

Subject: Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3.

At the June 9, 2022 voting meeting of the Hall County Board of Commissioners, this item was tabled for the applicant to present an engineered plan and hydrology study for the detention pond.

The applicant has not submitted the requested documents and a conversation with applicant's representative indicates that this will not be heard until later in the summer.

It will be re-advertised in a legal and by sign once the information is received.

There was one (1) written comment in opposition submitted in advance of the Planning Commission meeting and three (3) people spoke in opposition during the public hearing on April 18, 2022.

There have been no changes to the request since the Planning Commission took action.



Hall County Government

PLANNING & DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Randi Doveton, Director

Date: May 4, 2022

Subject: Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3.

Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3.

At their April 18, 2022 meeting, the Hall County Planning Commission voted to recommend approval to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) and for a Use Subject to County Commission approval due to the purpose of use being a subdivision under Residential-I (R-I) (4-0) of this request with the following eleven (11) conditions:

1. *The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
2. *The lots shall be a minimum of one acre in size.*
3. *The minimum road frontage shall be 50 feet.*
4. *The property shall have a maximum of 18 lots.*
5. *There shall be no vinyl siding.*
6. *All houses shall have hardi plank stone and masonry exteriors.*
7. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
8. *All conditions of zoning shall be part of any plat of the property.*

9. *Lot 1 and 14 shall have a 5 foot non access easement to Coker Road.*
10. *The houses shall have a minimum 1,500 square feet of heated floor space for a one story home and 2,000 square feet of heated floor space for a two story home.*
11. *All roads shall be built to Hall County standards.*

There was one (1) written comment in opposition submitted in advance of the Planning Commission meeting and three (3) people spoke in opposition during the public hearing on April 18, 2022.

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

ApplicantEfrain Carrillo

RequestRezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I)

Proposed Use 10 lot subdivision

Size 10.0± acres

ZoningAR-IV

LocationOn the west side of Coker Road
approximately 840 feet from its intersection
with Thousand Oaks Drive; a.k.a. 3504 Coker
Road; Tax Parcel 15015 000131(pt.).

Commission District Three

Planning Commission DateApril 18, 2022

Staff Recommendation**Denial**

Planning Commission Recommendation – Approval to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) and for a Use Subject to County Commission approval due to the purpose of use being a subdivision under Residential-I (R-I), with conditions.

Vote: 4-0 (Varner absent)

This report has been revised to address the site plan submitted on August 10, 2022. The new analysis information is **highlighted in yellow.**

- Staff would like to request that the Board require that the storm water management ponds be located on separate tracts instead of on the residential lots. Including them on the buildable lots will increase the likelihood of maintenance and access issues for Hall County. Staff has received 2 variance requests because proposed homes cannot meet required minimum setbacks because the lots contain storm water management ponds.
- Requiring that the ponds be located on lots not designated for sale, will:
 - reduce the number of lots to be more in line with the Planning Commission’s recommendation of 18 lots;
 - provide the applicant a location to install a mail kiosk and parking.

Conditions:

1. *The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
2. *The lots shall be a minimum of one acre in size.*
3. *The minimum road frontage shall be 50 feet.*
4. *The property shall have a maximum of 18 lots.*
5. *There shall be no vinyl siding.*
6. *All houses shall have hardi plank stone and masonry exteriors.*
7. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:*

“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”
8. *All conditions of zoning shall be part of any plat of the property.*
9. *Lot 1 and 14 shall have a 5 foot non access easement to Coker Road.*
10. *The houses shall have a minimum 1,500 square feet of heated floor space for a one story home and 2,000 square feet of heated floor space for a two story home.*
11. *All roads shall be built to Hall County standards.*

Applicant Proposal

The applicant is requesting to rezone a portion of 3504 Coker Road from Agricultural-Residential-IV (AR-IV) to Residential-I (R-I) in order to subdivide the property into **twenty-one (21)** lots to be developed with single-family homes. **The revised site plan indicates that the minimum lot size is 1 acre with the largest being 2.14 acres. The site plan indicates that the development will have minimum front building setbacks of 30FT, minimum interior side building setbacks of 10FT, and minimum rear building setbacks of 20FT. The minimum lot frontage of 50FT appears to be met but the site plan does not include dimensions.** The narrative states that each lot will be a minimum of 35,000 square feet in size; eight (8) will measure 125 feet by 280 feet and two (2) will be of an irregular shape yet still meet the 35,000 square foot requirement. The applicant proposes to develop the property with site-built single-family residences served by public water and individual septic tanks. The development will be served by a new street along the southern boundary of this property to provide each lot with appropriate road frontage. **The proposal includes 2 streets, each terminating in a cul-de-sac with a right-of-way radius of 60FT, which meets the requirements of section 16.60.160 of the regulations. The new entrance road into the development will be located approximately 325FT south of the intersection of Coker Rd and Thousand Oaks Dr.**

The proposed road measures 1396.61' in length, and is proposed to branch off of the existing Coker Road and end in a cul-de-sac at the back of the subject property.

History and Existing Land Uses

The subject property is approximately 10.0± acres and is part of a larger 27.29± acre tax parcel zoned Agricultural Residential-IV (AR-IV). The surrounding properties are zoned AR-IV and are developed

with a mixture of single family and agricultural uses. To the northeast of the subject property is Harmony Woods subdivision, which is developed with single-family homes on approximately one (1) to two (2) acre lots. Other surrounding properties are large AR-IV tracts developed with a mixture of single family and agricultural uses. The subject property is developed with a 1,669 square foot single family residence built on 1971 as well as a mobile homes and two (2) chicken houses. This appears to be the original zoning per Hall County records. **The existing home will remain and is located on lot 20 of the revised site plan.**

Comprehensive Plan Land Use Designation

The subject property is located within the “Rural Residential” future land use designation. This land use designation is characterized by low-density single-family residential uses with deep setbacks from the road. Future development should continue to reflect lower density detached single-family residential uses, and neighborhood design should incorporate a high percentage of open space (i.e. ‘Conservation Subdivision’ design).

The request is inconsistent with the Comprehensive Plan as the minimum density recommended for the rural residential future land use designation is 1 dwelling unit per 1 – 1.5 acres, depending on public water availability. **The current proposal is consistent with the Comprehensive Plan since the minimum proposed lot area is now 1 acre.**

Development Support and Constraints

Hall County Environmental Health

In an email dated May 4, 2021 Emily McGahee commented: “All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.”

Hall County Fire Services

The subject parcel is located approximately 4.5 miles from Hall County Fire Station #1, located at 2460 Athens Highway. The nearest fire hydrant is in the right-of-way of Coker Road approximately 120 feet from the north east corner of the subject property and approximately 291 feet from the south east corner of the subject property.

Hall County Public Works and Utilities

In a memorandum dated May 6, 2021, Srikanth Yamala, Director of Public Works and Utilities, stated the following:

Engineering

As this subdivision is greater than 6 lots on an existing road, a stormwater management report prepared by a professional engineer will be required.

Traffic Engineering

No comment.

Utilities

No comment.

Hall County Tax Assessors

No comments were provided.

Gainesville Water Resources

The Hall County GIS shows that public water is available to the subject property along Coker Road.

Georgia Department of Transportation

In an email dated April 26, 2021, Jonathan Peevy, Assistant District Traffic Engineer, indicated that this project will not require GDOT coordination.

Zoning Analysis

The proposed use request is **inconsistent** with the Comprehensive Plan. **The current proposal is consistent with the Comprehensive Plan since the minimum proposed lot area is now 1 acre.**

- Per the Hall County Comprehensive plan, this area is characterized by low-density single-family residential uses with deep setbacks from the road. Future development should continue to reflect lower density detached single-family residential uses, and neighborhood design should incorporate a high percentage of open space. The target density for this area is 1 dwelling unit per 1 – 1.5 acres, depending on public water availability.
- §17.20.1210 of the Hall County Zoning Regulations defines a *major subdivision* as the division of a tract or parcel of land into two or more lots, building sites or other divisions for the purpose of sale, legacy, a new street or a change in existing streets, and includes re-subdivision.
 - Within the R-I zoning district, subdivisions are listed as a permitted use.
- §17.240.010 of the Official Code of Hall County designates lots within an R-I zoning district to be a minimum of 35,000 square feet in size.
 - The proposed lots meet this requirement.
- §17.240.010 of the Official Code of Hall County designates lots within the R-I zoning district to have a minimum 50 feet of lot frontage when along local roadways.
 - Coker Road is classified as a local road and there is a proposed road that will serve the majority of lots.
- §17.16.010 of the Official Code of Hall County lists permitted uses within R-I districts as: site-built single-family detached dwelling units; Class A single-family detached industrialized dwelling units; non-commercial accessory residential uses, including but not limited to a private garage, detached home workshop, swimming pool. Or greenhouse, all of which shall be incidental to the use of the property as a residence; home offices; agricultural or horticultural uses.
- The site plan and narrative do not show or mention a centralized postal unit, which is required by the United States Postal service.
 - This item will be expected to be included with development plans for the subdivision.

Staff Recommendation

Staff recommends **denial** of the applicant's request but if the board see fit to approve, the following conditions shall apply:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.
2. The subdivision shall be limited to a maximum of 10 residential lots.

3. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

4. All conditions of zoning shall be made a part of any plat of the property.

Excerpts from the minutes of the meeting of April 18, 2022

Applicant's Presentation:

David Webb, Principal Planner, presented a summary of the request.

Jake Bailey, 2419 Island Drive, Gainesville, presented the request. The applicant indicated that they would not have any objection to adding a non-access easement to property 1 and 14 to access Coker Road. The applicant stated that the road to access these properties will be a new road.

Efrain Carrillo, 344 Clermont, Clermont, presented the request.

Pedro Montes, 3284 Bay Mount Way, Lawrenceville, presented the request.

Rebuttal

re

Mr. Bailey stated that the development was going into an existing subdivision and they would comply with conditions. Mr. Bailey stated that they were not proposing any new driveways onto Coker Road, the road for the driveways would be on a new road. Mr. Bailey stated that as for water runoff and erosion, they would work with engineers and comply with all local and state codes for water control. Mr. Carrillo stated that the plan is to build houses and/or sell the lots to have homes built. Mr. Carrillo stated that he understood the concerns that the nearby property owners had regarding the land but the area is quickly expanding and they are just going in route of that growth.

Public Forum:

William Berry, 3598 Coker Road, Gainesville, spoke in opposition. Concerns was traffic, illegal dumping, and water pollution.

Myrtle Smith, 3576 Coker Road, Gainesville, spoke in opposition. Concerns were traffic accidents, illegal dumping, and expansion.

Walter Smith, 3576 Coker Road, Gainesville, spoke in opposition. Concerns were expansion on Coker Road.

Planning Commission Comments:

Mr. Braswell asked if the lots were going to be a minimum of one acre in size. Mr. Bailey stated that was correct, with a 50 foot frontage minimum. Mr. Braswell asked if the new street will be built up to county standards. Mr. Bailey stated that was correct. Mr. Hunt questioned if the scale on the plat was correct. Mr. Bailey stated that it should be. Mr. Hunt stated that the application would also be approved for a Use Subject to County Commission Approval due to the purpose of use being a subdivision under Residential-I (R-I).

Motion: A motion to approve to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) and for a Use Subject to County Commission approval due to the purpose of use being a subdivision under Residential-I (R-I), with conditions was made by Mr. Hunt and seconded by Mr. Bell. Vote: 4-0 (Varner absent)

Conditions:

- 1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
- 2. The lots shall be a minimum of one acre in size.*
- 3. The minimum road frontage shall be 50 feet.*
- 4. The property shall have a maximum of 18 lots.*
- 5. There shall be no vinyl siding.*
- 6. All houses shall have hardi plank stone and masonry exteriors.*
- 7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
- 8. All conditions of zoning shall be part of any plat of the property.*
- 9. Lot 1 and 14 shall have a 5 foot non access easement to Coker Road.*
- 10. The houses shall have a minimum 1,500 square feet of heated floor space for a one story home and 2,000 square feet of heated floor space for a two story home.
All roads shall be built to Hall County standards.*

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Efrain Carrillo

Request Rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I)

Proposed Use 10 lot subdivision

Size 10.0± acres

Zoning AR-IV

Location On the west side of Coker Road
approximately 840 feet from its intersection
with Thousand Oaks Drive; a.k.a. 3504 Coker
Road; Tax Parcel 15015 000131(pt.).

Commission District Three

Planning Commission Date April 18, 2022

Staff Recommendation **Denial**

**Planning Commission Recommendation – Approval to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) and for a Use Subject to County Commission approval due to the purpose of use being a subdivision under Residential-I (R-I), with conditions
Vote: 4-0 (Varner absent)**

Conditions:

1. *The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
2. *The lots shall be a minimum of one acre in size.*
3. *The minimum road frontage shall be 50 feet.*
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10. *The houses shall have a minimum 1,500 square feet of heated floor space for a one story home and 2,000 square feet of heated floor space for a two story home.*
11. *All roads shall be built to Hall County standards.*

Applicant Proposal

The applicant is requesting to rezone a portion of 3504 Coker Road from Agricultural-Residential-IV (AR-IV) to Residential-I (R-I) in order to subdivide the property into ten (10) lots to be developed with single-family homes. The narrative states that each lot will be a minimum of 35,000 square feet in size; eight (8) will measure 125 feet by 280 feet and two (2) will be of an irregular shape yet still meet the 35,000 square foot requirement. The applicant proposes to develop the property with site-built single-family residences served by public water and individual septic tanks. The development will be served by a new street along the southern boundary of this property to provide each lot with appropriate road frontage.

The proposed road measures 1396.61' in length, and is proposed to branch off of the existing Coker Road and end in a cul-de-sac at the back of the subject property.

History and Existing Land Uses

The subject property is approximately 10.0± acres and is part of a larger 27.29± acre tax parcel zoned Agricultural Residential-IV (AR-IV). The surrounding properties are zoned AR-IV and are developed with a mixture of single family and agricultural uses. To the northeast of the subject property is Harmony Woods subdivision, which is developed with single-family homes on approximately one (1) to two (2) acre lots. Other surrounding properties are large AR-IV tracts developed with a mixture of single family and agricultural uses. The subject property is developed with a 1,669 square foot single family residence built on 1971 as well as a mobile homes and two (2) chicken houses. This appears to be the original zoning per Hall County records.

Comprehensive Plan Land Use Designation

The subject property is located within the “Rural Residential” future land use designation. This land use designation is characterized by low-density single-family residential uses with deep setbacks from the road. Future development should continue to reflect lower density detached single-family residential uses, and neighborhood design should incorporate a high percentage of open space (i.e. ‘Conservation Subdivision’ design).

The request is inconsistent with the Comprehensive Plan as the minimum density recommended for the rural residential future land use designation is 1 dwelling unit per 1 – 1.5 acres, depending on public water availability.

Development Support and Constraints

Hall County Environmental Health

In an email dated May 4, 2021 Emily McGahee commented: "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements."

Hall County Fire Services

The subject parcel is located approximately 4.5 miles from Hall County Fire Station #1, located at 2460 Athens Highway. The nearest fire hydrant is in the right-of-way of Coker Road approximately 120 feet from the north east corner of the subject property and approximately 291 feet from the south east corner of the subject property.

Hall County Public Works and Utilities

In a memorandum dated May 6, 2021, Srikanth Yamala, Director of Public Works and Utilities, stated the following:

Engineering

As this subdivision is greater than 6 lots on an existing road, a stormwater management report prepared by a professional engineer will be required.

Traffic Engineering

No comment.

Utilities

No comment.

Hall County Tax Assessors

No comments were provided.

Gainesville Water Resources

The Hall County GIS shows that public water is available to the subject property along Coker Road.

Georgia Department of Transportation

In an email dated April 26, 2021, Jonathan Peevy, Assistant District Traffic Engineer, indicated that this project will not require GDOT coordination.

Zoning Analysis

- The proposed use request is **inconsistent** with the Comprehensive Plan.
 - Per the Hall County Comprehensive plan, this area is characterized by low-density single-family residential uses with deep setbacks from the road. Future development should continue to reflect lower density detached single-family residential uses, and neighborhood design should incorporate a high percentage of open space. The target density for this area is 1 dwelling unit per 1 – 1.5 acres, depending on public water availability.
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 - Coker Road is classified as a local road and there is a proposed road that will serve the majority of lots.
- §17.16.010 of the Official Code of Hall County lists permitted uses within R-I districts as: site-built single-family detached dwelling units; Class A single-family detached industrialized dwelling units; non-commercial accessory residential uses, including but not limited to a private garage, detached home workshop, swimming pool. Or greenhouse, all of which shall be incidental to the use of the property as a residence; home offices; agricultural or horticultural uses.
- The site plan and narrative do not show or mention a centralized postal unit, which is required by the United States Postal service.
 - This item will be expected to be included with development plans for the subdivision.

Staff Recommendation

Staff recommends **denial** of the applicant’s request but if the board see fit to approve, the following conditions shall apply:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.
2. The subdivision shall be limited to a maximum of 10 residential lots.
3. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

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David Webb, Principal Planner, presented a summary of the request.

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Efrain Carrillo, 344 Clermont, Clermont, presented the request.

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Rebuttal

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Mr. Bailey stated that the development was going into an existing subdivision and they would comply with conditions. Mr. Bailey stated that they were not proposing any new driveways onto Coker Road, the road for the driveways would be on a new road. Mr. Bailey stated that as for water runoff and erosion, they would work with engineers and comply with all local and state codes for water control. Mr. Carrillo stated that the plan is to build houses and/or sell the lots to have homes built. Mr. Carrillo stated that he understood the concerns that the nearby property owners had regarding the land but the area is quickly expanding and they are just going in route of that growth.

Public Forum:

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Walter Smith, 3576 Coker Road, Gainesville, spoke in opposition. Concerns were expansion on Coker Road.

Planning Commission Comments:

Mr. Braswell asked if the lots were going to be a minimum of one acre in size. Mr. Bailey stated that was correct, with a 50 foot frontage minimum. Mr. Braswell asked if the new street will be built up to county standards. Mr. Bailey stated that was correct. Mr. Hunt questioned if the scale on the plat was correct. Mr. Bailey stated that it should be. Mr. Hunt stated that the application would also be approved for a Use Subject to County Commission Approval due to the purpose of use being a subdivision under Residential-I (R-I).

Motion: A motion to approve to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) and for a Use Subject to County Commission approval due to the purpose of use being a subdivision under Residential-I (R-I), with conditions was made by Mr. Hunt and seconded by Mr. Bell. Vote: 4-0 (Varner absent)

Conditions:

1. *The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
2. *The lots shall be a minimum of one acre in size.*
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All roads shall be built to Hall County standards.*

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



ZONING APPLICATION ZON2021-00017

Applicant (Name & Mailing Address)

EFRAIN CARRILLO
344 CLEAR VIEW COURT
CLERMONT, GA 30527
Phone 770 654 3956

Property Owner (Name & Mailing Address)

EFRAIN CARRILLO
344 CLEAR VIEW COURT
CLERMONT, GA 30527
Phone 770 654 3956

Email Address EFRAIN CARRILLO31@YAHOO.COM Email Address EFRAIN CARRILLO31@YAHOO.COM

Proposed Use 10 LOT RESIDENTIAL SUBDIVISION

Contact Person (Name & Mailing Address)

JACK BAILEY
P.O. BOX 3392
GAINESVILLE, GA 30503
Phone 770 540 0369
Email Address BAILEYASSOC@ATT.NET

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Requested Action

Existing Zoning: AR
Rezone to: R-1
Fee: \$ 600.00
Receipt #: 033522
Check #: 1437

Tax Parcel Number 15015000131 Acreage 10

Location Address 3504 COKER RD, GAINESVILLE, GA 30507

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature] Date: MAR. 15, 2021

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: 3/18/2021 Taken by: ECG / JWC
Tentative Planning Commission Date: 5/17/2021 Tentative County Commission Date: 6/24/2021
County Commission District: THREE

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: 3-15-21

Applicant's/Owner's Name (Printed): Efrain Carrillo

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: 3-15-21

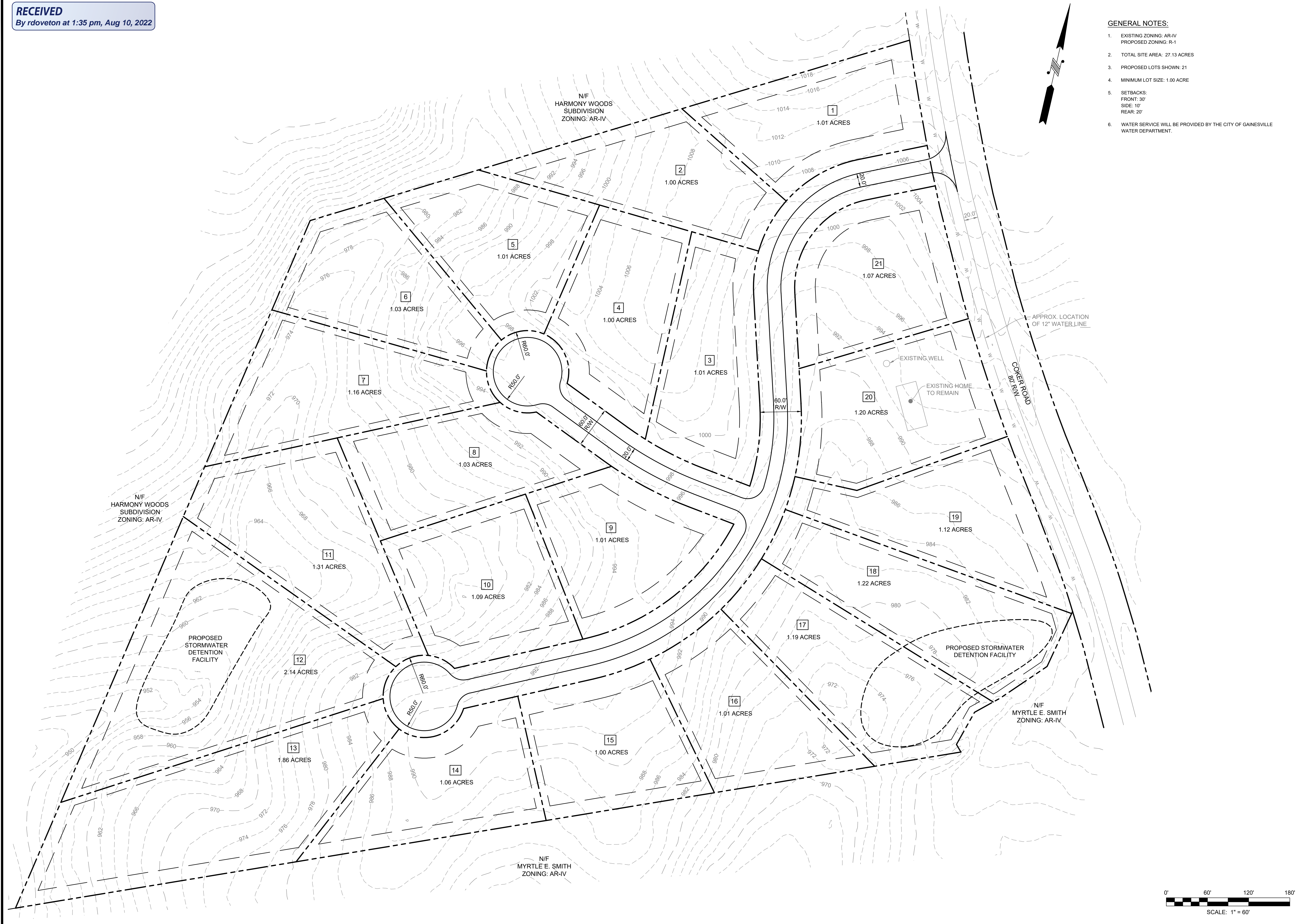
Applicant's/Owner's Name (Printed): Efrain Carrillo

**EFRAIN CARRILLO PROPERTY
COKER ROAD, TADMORE G.M.D. #268**

REZONING WRITTEN REPORT

The existing property is 27.13 acres and is zoned AR.
The owner is requesting that 10 acres be rezoned to R-1.
The proposed development will include 10 residential lots.
8 of the lots will measure 125' x 280' for a total of
35,000 square feet. 2 lots will be irregular in shape but
will total 35,000 square feet.
The development will also include a new street with a cul-de-sac.
The proposed residences will meet all existing codes.
The residences will have public water with individual
septic tanks and waste disposal systems.

RECEIVED
By rdoveton at 1:35 pm, Aug 10, 2022



- GENERAL NOTES:**
- EXISTING ZONING: AR-IV
PROPOSED ZONING: R-1
 - TOTAL SITE AREA: 27.13 ACRES
 - PROPOSED LOTS SHOWN: 21
 - MINIMUM LOT SIZE: 1.00 ACRE
 - SETBACKS:
FRONT: 30'
SIDE: 10'
REAR: 20'
 - WATER SERVICE WILL BE PROVIDED BY THE CITY OF GAINESVILLE WATER DEPARTMENT.

ffl foothills land design

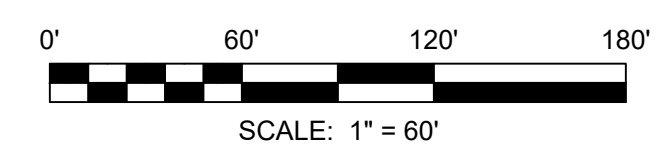
164 PROFESSIONAL DRIVE
GAINESVILLE, FL 32608
PHONE: (772) 778-0087
FAX: (772) 778-0089
www.foothillsld.com

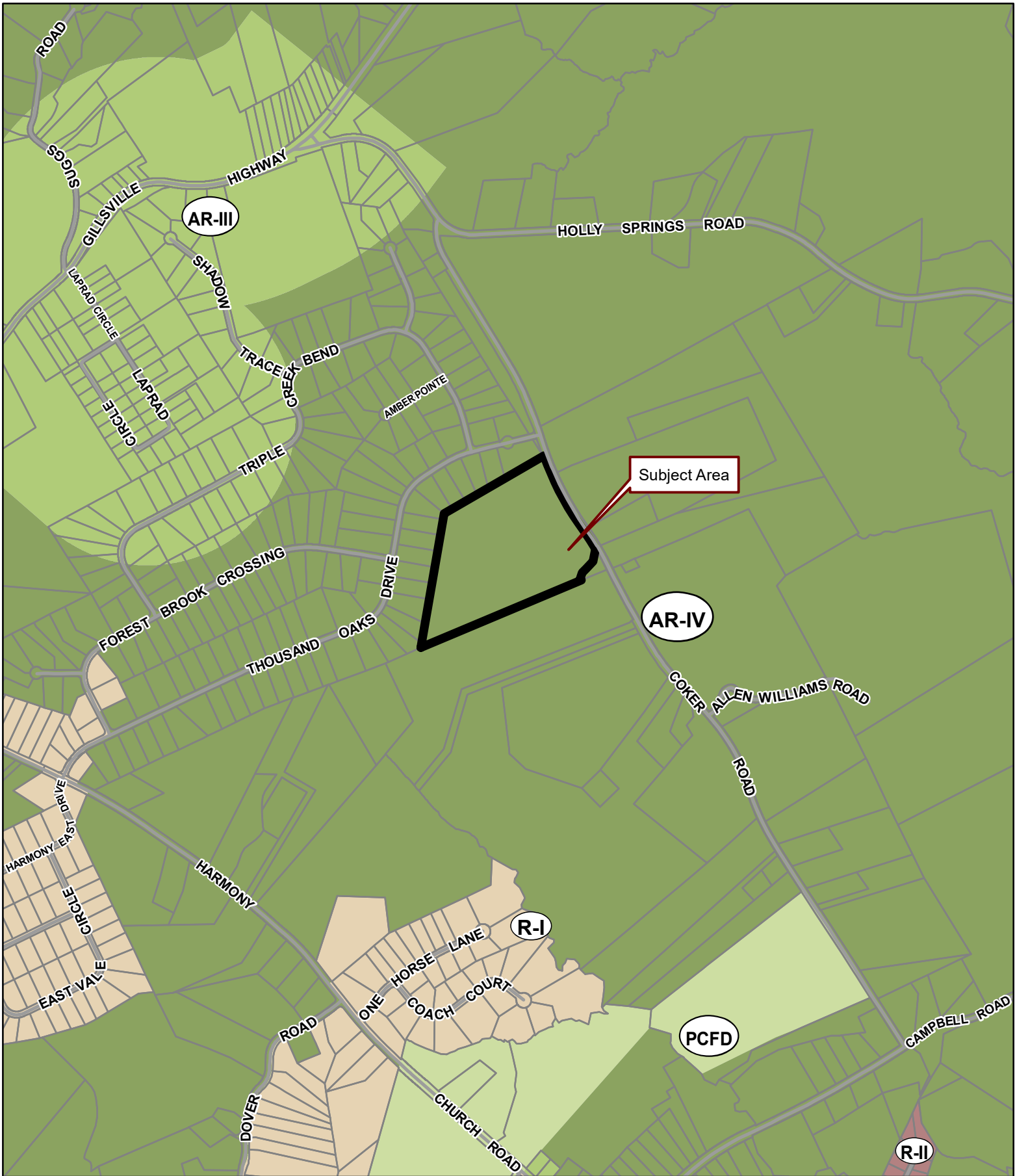
OWNER/DEVELOPER:
EFRAIN CARRILLO AND MARIA ROBLES
344 CLEARVIEW CT
CLERMONT, GA 30527

SITE PLAN
COKER ROAD SUBDIVISION
GMD 368
HALL COUNTY, GA

NO.	DESCRIPTION	DATE

GEORGIA REGISTERED ENGINEER
JAMES D. IRVIN
GSWCC LEVEL II #9832
DATE: AUGUST 5, 2022
SCALE: 1" = 60'
SHEET:
1
JOB #22101





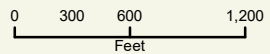
Applicant: EFRAIN CARRILLO





Tax Parcel #: 15015 000131

Location: 3504 COKER ROAD, GAINESVILLE, GA 30507

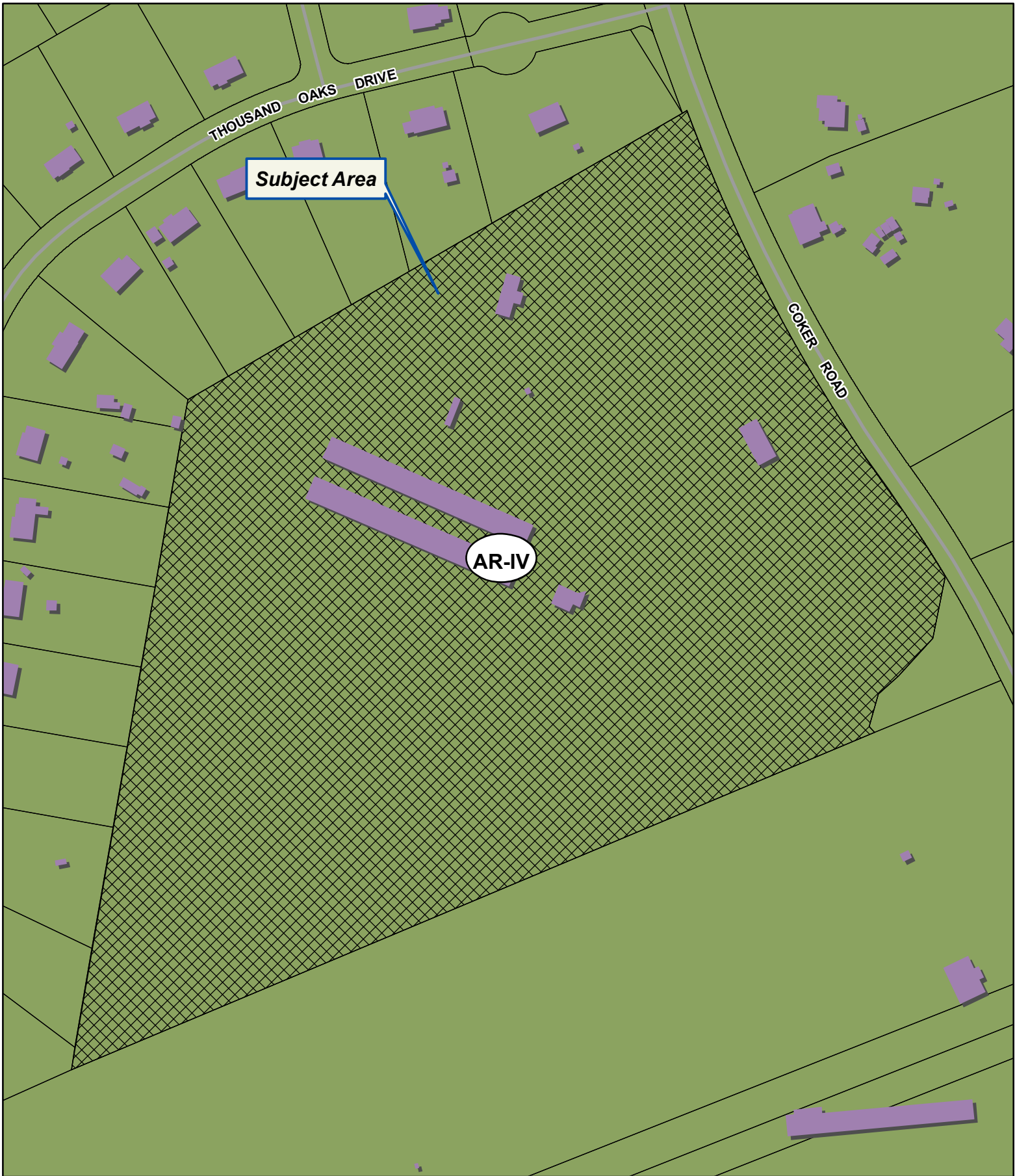
Commission District 3

PC Mtg. Date: 04/18/2022

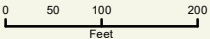


-  Zoning Boundary
-  City Limits
-  Subject Area
-  Structure





Applicant: EFRAIN CARRILLO
Tax Parcel #: 15015 000131
Location: 3504 COKER ROAD, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date:** 04/18/2022



- Zoning Boundary
 - City Limits
 - ▣ Subject Area
 - Structure
-



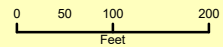
Applicant: EFRAIN CARRILLO




Tax Parcel #: 15015 000131

Location: 3504 COKER ROAD, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 04/18/2022



-  Zoning Boundary
-  City Limits
-  Subject Area



eFiled and eRecorded
DATE: 03/10/2021
TIME: 1:33 PM
DEED BOOK: 6763
PAGE: 694 - 698
FILING FEES: \$26.00
TRANSFER TAX: \$74.00
PARTICIPANT ID: 0171270233
PT61: 059-2021-002216
RECORDED BY: CH
CLERK: Charles Baker, C.S.C
Hall County, GA

After Recording Return To:
Kim and Bagwell, LLC
311 Green Street, Suite 409
Gainesville, GA 30501

Order No.: 6894

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HALL

THIS INDENTURE, made this 8th day of March, 2021, between Oscar Jesus Carrillo, of the County of Hall, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Price Road Properties, LLC, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of Seventy-Four Thousand And No/100 Dollars (\$74,000.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 108 of the 11th Land District of Hall County, Georgia, containing 1.7 acres, more or less, and being more particularly described as follows:

Beginning at an Iron pin on the northeastern right of way of State Route 136 also known as Price Road (with 60 foot right of way) which pin is South 64 degrees 52 minutes 48 seconds East 120.7 feet from the centerline intersection of State Route 136 and Graham Circle; running thence along property of Joyce Elaine Grindle, North 76 degrees 09 minutes 34 seconds East 225.82 feet to a rebar found, running thence South 48 degrees 36 minutes 58 seconds East 274.90 feet to a concrete marker found; running thence along property now or formerly of Brittany C. Hooper, South 31 degrees 39 minutes 56 seconds West 212.39 feet to a rebar found and located on the northeastern right of way of State Route 136 a/k/a Price Road; running thence along the northeastern right of way of Price Road the chord bearing and distance: North 46 degrees 32 minutes 03 seconds West 277.10 feet but with an arc distance along the right of way of 277.13 feet, thence continuing along said right of way North 44 degrees 18 minutes 27 seconds West 88.73 feet; thence continuing along said right of way a chord bearing and distance of North 43 degrees 04 minutes 07 seconds West 74.50 feet but with an arc distance along said right of way of 74.51 feet to the Beginning Iron Pin Corner.

Said property is further identified as Tax Parcel No. 11108 000002, and as 4824 Price Road, Gainesville, GA 30506.

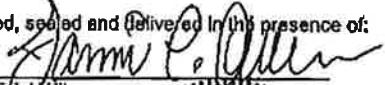
SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in Fee Simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

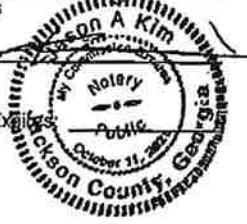
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 8th day of March, 2021.


Oscar Jesus Corrallo

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires



Anael Dominguez (Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, March 25, 2022 1:59 PM
To: Srikanth Yamala (Public Works); Anael Dominguez (Planning); Kevin McOmber (Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 4.18.22

Please find Environmental Health comments below:

Item 1, 3504 Coker Road, Bailey: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 2, 3024 Dale Road, Simpson: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 3, 2825 Outer Circle, Gomez: Must meet all Environmental Health residential septic system permitting requirements. Existing system evaluation will be required if using existing septic system. Level 3 Soil Evaluation will be required prior to application if existing septic system will not be used. Recorded plat required.

Item 4, 4294 Hunter Road, Bark Camp Farm: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, existing septic system evaluation, or septic system installation/modification may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 5, 6527 Lakeshore Drive, Perkins: Must meet all Environmental Health residential septic system permitting requirements.

Item 6, 5596/5608/5614/0 Thompson Mills Road, Highlands Residential: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 7, 3654 Thompson Bridge Road, Barrett: Public Sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 8, 3596 Meadow Lane, Brown: No comment. Public Sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center – 3rd Floor
2875 Browns Bridge Road

Anael Dominguez (Planning)

From: Niebauer, Parker J <PNiebauer@dot.ga.gov>
Sent: Thursday, March 31, 2022 8:50 PM
To: Anael Dominguez (Planning); Srikanth Yamala (Public Works)
Cc: Chavers, Veronica E; Peevy, Jonathan
Subject: RE: Tentative Planning Agenda for April 18, 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see responses in red below

Thank you,

Parker Niebauer

DITO Traffic Operations Supervisor



District 1 Division of Field Services
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8275 office
770.519.3223 cell

From: Anael Dominguez (Planning) <adominguez@hallcounty.org>
Sent: Thursday, March 24, 2022 10:25 AM
To: Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Bill Nash (Public Works) <bnash@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chris Braswell (Planning) <cbraswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; 'Dan Barnes' <Daniel.C.Barnes@usace.army.mil>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Frank Miller (Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (Engineering) <jskarda@hallcounty.org>; 'Jeremy Wills' <jeremy.wills@gainesville.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Lamar Carver (Building Inspection) <lcarver@hallcounty.org>; 'Matt Cox' <matt.cox@hallco.org>; Mike Little (Parks and Leisure) <mlittle@hallcounty.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; nswofford <nswafford@gainesville.org>; 'Pam Cravero' <pam.cravero@hallco.org>; 'Rich Atkinson' <rich@flowerybranchga.org>; Scott Puckett <spuckett@hallcounty.org>; PlanningDirectorTemp <planningdirectortemp@hallcounty.org>; Srikanth Yamala (Public Works) <syamala@hallcounty.org>; 'Stephen Cain' <troy.s.cain@usace.army.mil>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Tammie Croy (Engineering) <tcroy@hallcounty.org>; Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>; Wanda Moreno (Engineering) <wmoreno@hallcounty.org>; 'Will Schofield' <will.schofield@hallco.org>; Nicole Griffin <nicole.griffin@hallcounty.org>
Subject: Tentative Planning Agenda for April 18, 2022

Good morning–

Here is the Tentative Agenda and Maps for the **Monday, April 18, 2022** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, March 31st**. Email comments to Srikanth (syamala@hallcounty.org) and Ana (adominguez@hallcounty.org).

Thank you–

CALL TO ORDER

APPROVAL OF MINUTES – April 4, 2022

OLD BUSINESS

1. [Previously tabled application of Efrain Carrillo to rezone from Agricultural Residential-IV \(AR-IV\) to Residential-I \(R-I\) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. ** Commission District 3](#)
2. [Previously tabled application of James E. and Greg S. Simpson to rezone from Agricultural Residential-IV \(AR-IV\) to Light Industrial \(I-I\) on a 37.30± acre tract located on the north side of Dale Road at its intersection with Candler Road; a.k.a. 3024 Dale Road; Zoned AR-IV; Tax Parcel 15025 000006. Proposed Use: light industrial uses. ** Commission District 3.](#)

NEW BUSINESS

3. [Application of Juana Gomez-Garcia and Andres Gomez-Gomez for a front yard setback variance from 40 feet to 30 feet and rear yard setback variance from 25 feet to 10 feet on a .34± acre tract located on the east side of Outer Circle approximately 208 feet from its intersection with Oak Hill Circle; a.k.a. 2825 Outer Circle; Zoned AR-III; Tax Parcel 15023B000075. Proposed use: to place a mobile home onto property.* Commission District 3.](#)
None
4. [Application of Bark Camp Farm for a Use Subject to County Commission on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed use: Farm-style dog daycare, boarding facility and family/community events. ** Commission District 3.](#)
None
5. [Application of Roger Perkins for a Use Subject to County Commission on a .29± acre tract on the south side of Lakeshore Drive approximately 149 feet from its intersection with Oakwood Trail; a.k.a. 6527 Lakeshore Drive; Zoned PRD; Tax Parcel 10011D000105. Proposed use: Personal Single family residence. ** Commission District 2.](#)
None
6. [Application of Highlands Residential, LLC to amend conditions of a Planned Commercial Development \(PCD\) on a 5.77± acre tract located on the north side of Thompsons Mill Road approximately 1,049 feet from its intersection with Napa Ridge Road; a.k.a. 5596, 5608, 5614, and 0 Thompsons Mills Road; Zoned PCD; Tax Parcel 15041 000020, 000013, 000056, and 000191. Proposed use: 152 unit senior living facility. ** Commission District 1.](#)
GDOT Coordination Required
7. [Application of D. Barrett Investment Properties, LLC to rezone from Agricultural-Residential-III \(AR-III\) and Residential-II \(R-II\) to Planned Commercial Development \(PCD\) on a 5.7± acre tract located on the east side of Thompson Bridge Road approximately 1,306 feet from its intersection with Mount Vernon Road; a.k.a. 3654 Thompson Bridge Road; Zoned AR-III and R-II; Tax Parcel 10104 000002. Purposed Use: climate controlled storage and medical office facility. ** Commission District 2.](#)
GDOT Coordination Required

8. [Application of Tyrus Brown to rezone from Residential-I \(R-I\) to Residential-II \(R-II\) on a 9.65± acre tract located on Meadow Lane at its terminus; a.k.a. 3596 Meadow Lane; Zoned R-I; Tax parcel 10105 004089. Proposed use: 44 unit townhome development. ** Commission District 2.](#)
None
9. Amend the Official Code of Hall County, Georgia by amending Section 17.20.020. Definitions to change the definition of "Adult Establishments"; by amending Section 17.420.050(A) to amend the list of Prohibited uses in the Gateway Corridors Overlay District (GCOD). The intent of the proposed changes is to update the regulation of Adult establishments in Title 17 to protect the health, safety, and welfare by preventing negative secondary effects, while satisfying constitutional standards for adult establishment regulations.

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, May 26, 2022** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, May 26, 2021. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Ana Dominguez
Planning Commission Clerk
Hall County Government
2875 Browns Bridge Road, Gainesville, GA 30504
www.hallcounty.org



Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



Hall County Government

PUBLIC WORKS AND UTILITIES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

INTERIM DIRECTOR
Bill Nash, P.E.

To: Srikanth Yamala, Interim Director of Planning and Zoning
From: Bill Nash, P.E., Interim Director of Public Works and Utilities
Date: March 31, 2022
Subject: April 18, 2022 Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the April 18, 2022 meeting. Upon review, we provide the following comments:

1. Previously tabled application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. ** Commission District 3

- a) Engineering: The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation, not centerline of creek.
- b) Traffic: No Comments
- c) Utilities: Septic – Hall County

2. Previously tabled application of James E. and Greg S. Simpson to rezone from Agricultural Residential-IV (AR-IV) to Light Industrial (I-I) on a 37.30± acre tract located on the north side of Dale Road at its intersection with Candler Road; a.k.a. 3024 Dale Road; Zoned AR-IV; Tax Parcel 15025 000006. Proposed Use: light industrial uses. ** Commission District 3.

- a) Engineering: The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation, not centerline of creek.
- b) Traffic: Recommend access be along Candler Road (SR 60) frontage only and access to Dale Road be prohibited. Candler Road (SR 60) access must be permitted through GDOT.
- c) Utilities: Septic – Hall County

3. Application of Juana Gomez-Garcia and Andres Gomez-Gomez for a front yard setback variance from 40 feet to 30 feet and rear yard setback variance from 25 feet to 10 feet on a .34± acre tract located on the east side of Outer Circle approximately 208 feet from its intersection with Oak Hill Circle; a.k.a. 2825 Outer Circle; Zoned AR-III; Tax Parcel 15023B000075. Proposed use: to place a mobile home onto property.* Commission District 3.

- a) Engineering: N/A
- b) Traffic: No Comment
- c) Utilities: No Comment



Hall County Government

PUBLIC WORKS AND UTILITIES

4. Application of Bark Camp Farm for a Use Subject to County Commission on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed use: Farm-style dog daycare, boarding facility and family/community events. ** Commission District 3.

- a) Engineering: The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation, not centerline of creek.
- b) Traffic: No comments
- c) Utilities: No Comments

5. Application of Roger Perkins for a Use Subject to County Commission on a .29± acre tract on the south side of Lakeshore Drive approximately 149 feet from its intersection with Oakwood Trail; a.k.a. 6527 Lakeshore Drive; Zoned PRD; Tax Parcel 10011D000105. Proposed use: Personal Single family residence. ** Commission District 2.

- a) Engineering: N/A
- b) Traffic: No Comments
- c) Utilities: No Comment

6. Application of Highlands Residential, LLC to amend conditions of a Planned Commercial Development (PCD) on a 5.77± acre tract located on the north side of Thompsons Mill Road approximately 1,049 feet from its intersection with Napa Ridge Road; a.k.a. 5596, 5608, 5614, and 0 Thompsons Mills Road; Zoned PCD; Tax Parcel 15041 000020, 000013, 000056, and 000191. Proposed use: 152 unit senior living facility. ** Commission District 1.

- a) Engineering: N/A
- b) Traffic: The proposed new roadway does not appear to meet County road standards and, if considered, will need to be private (not County maintained). May be possible issues with the development driveway on the proposed new roadway. Any Friendship Road (SR347) access will need to be approved/permitted by GDOT. Any Thompsons Mill Road access will need to be approved/permitted by Hall County.
- c) Utilities: No Comments

7. Application of D. Barrett Investment Properties, LLC to rezone from Agricultural-Residential-III (AR-III) and Residential-II (R-II) to Planned Commercial Development (PCD) on a 5.7± acre tract located on the east side of Thompson Bridge Road approximately 1,306 feet from its intersection with Mount Vernon Road; a.k.a. 3654 Thompson Bridge Road; Zoned AR-III and R-II; Tax Parcel 10104 000002. Purposed Use: climate controlled storage and medical office facility. ** Commission District 2.

- a) Engineering: The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Must have easement for driveway entering Ingles property.



Hall County Government

PUBLIC WORKS AND UTILITIES

- b) Traffic: GDOT driveway approval/permit required. Shared driveway agreement required for inter parcel driveway.
- c) Utilities: No Hall County sewer

8. Application of Tyrus Brown to rezone from Residential-I (R-I) to Residential-II (R-II) on a 9.65± acre tract located on Meadow Lane at its terminus; a.k.a. 3596 Meadow Lane; Zoned R-I; Tax parcel 10105 004089. Proposed use: 44 unit townhome development. ** Commission District 2.

- a) Engineering: The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation not centerline of creek. Show Hall County studied flood zone. Any impacts to flood zone must have "No rise study".
- b) Traffic: No Comments
- c) Utilities: No Hall County sewer

9. Amend the Official Code of Hall County, Georgia by amending Section 17.20.020. Definitions to change the definition of "Adult Establishments"; by amending Section 17.420.050(A) to amend the list of Prohibited uses in the Gateway Corridors Overlay District (GCOD). The intent of the proposed changes is to update the regulation of Adult establishments in Title 17 to protect the health, safety, and welfare by preventing negative secondary effects, while satisfying constitutional standards for adult establishment regulations

Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-I

Adjacent and Affected Properties:

Walter and Myrtle Smith
3576 Coker Road

William J Berry Sr., and WJB Jr.
3598 Coker Road

Curtis, Linda, and Louise Akins
3608 Coker Road

Jeffrey and Leigh Ann Perry
3594 Coker Road

Dear Planning Commission members,

The above combined properties represent approximately 100 acres of cattle farm, timberland, a fish farm pond fed by a wet weather runoff, and four single family residences.

We oppose the rezoning of 3504 Coker Road, 27 acres of open pasture to an 18 lot subdivision for the following reasons:

1- As proposed the plan does not adequately protect adjacent properties.

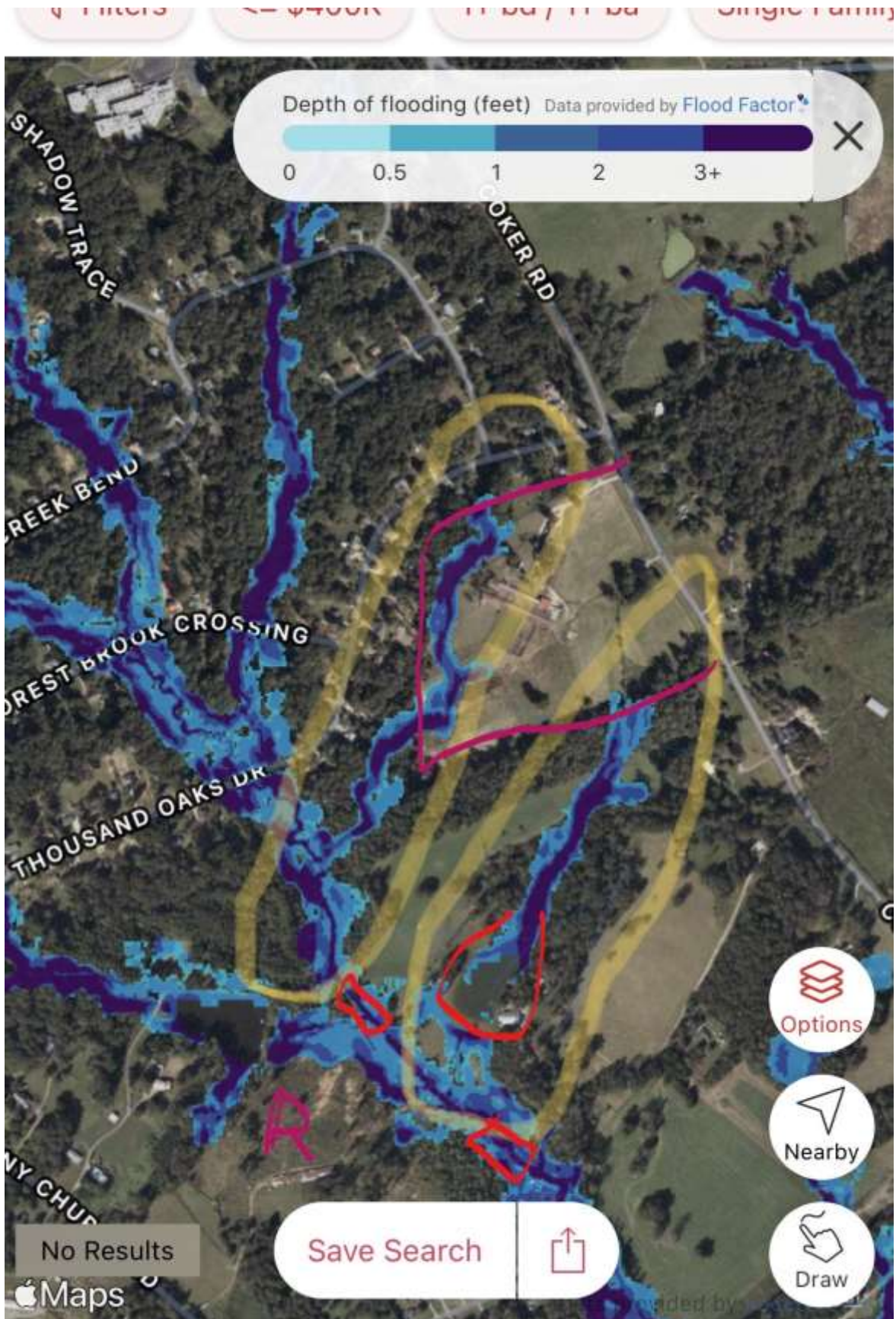
As comparison the Thousand Oaks Subdivision was originally timberland, and has wooded borderlines, the 3504 property is open pasture without natural buffers on the property line. All natural water runoff from the 27 acres flows through the cattle pastures, feeds the fish pond, and creek watering gaps for the cattle.

(See pic of Sat. view realtor.com) KEY: Yellow Highlighted areas = rain water flow from 3504,

Red U = Stocked & fed Fish Pond, Red Rectangles = Cattle Watering Gaps in Creek

Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-1



Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-1

2- It adversely affects the existing use of our adjacent properties.

Minor grading and clearing on 3504 has historically and recently resulted in more silt and debris runoff into the fish pond reducing and limiting its use. (See pic @ mouth of pond).



Grading and leveling for roads, home sites, and utilities will have significant immediate negative impact on the "Hall County approved" pond, its fish, and cattle watering gap.

Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-I

The cooperative land use by the owners provides grass fed cattle for auction and personal use, the stocked (pellet fed) fish pond also provides a food source, and is a pursuit of happiness.

The current fencing on the 3504 border is designed for cattle containment not to prevent human trespassers. To keep trespassers from coming in contact with livestock, and other natural and man-made hazards on the farm, the appropriate fencing would have to be installed along the entire border of 3504. We should not have to incur costs of this upgrade.

3- Although the proposed rezoning may conform to the Hall County Comprehensive Land Use Plan, can the board provide any current infrastructure impact studies which support the current rate of concentrated housing being approved in the Tadmore, Gillsville Highway area, and specifically the 3504 property?

Our position is this additional development would cause even more excessive and burdensome increased vehicle traffic on the existing streets, utilities, schools, police protection and enforcement of existing laws and county codes. Examples of current violations include but are not limited to, more potential for speeding and drag racing, ignoring leash laws (Dogs killed a newborn calf less than 30 days ago), open burning of household garbage and trash, illegal dumping on Coker Road.

(See pic of truck illegally dumping in Posted area on Coker Road)

Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-I



County dumpster and recycling point monitoring and capacity, irresponsible gun fire (Bullet holes in the barn roof after Thousand Oaks came in), just to mention a few.

Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-I

4- Additional existing and changing conditions that affect the development of 3504 are increasing exponentially based on the rate of rezoning to Residential in the area.

On March 25, 2022 it was reported "The Hall County Commission approved at its meeting Thursday evening a rezoning request allowing for a subdivision on Gillsville Highway with 399 single-family detached homes and townhomes."

5- The development of 3504 without environmental buffers and holding ponds will pose significant residential pollution and ecological impact to the adjacent properties. There will undoubtedly be lawn fertilizer, road surface petroleum based and other chemical runoff from the subdivision. The current proposal calls for septic tanks which inevitably leak or overflow which also poses a pollution concern.

Not only does this pollution affect the cattle farm and fish pond, area air quality but it also threatens the natural water fowl, migratory birds, fish, aquatic life and wildlife habitats around the property.

For all the aforementioned reasons we oppose the rezoning development as presented.

We are open to compromise regarding ideas that would eliminate or strongly mitigate our concerns.

Respectfully,

All adjacent owners listed above.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **EFRAIN CARRILLO**

REQUEST: **REZONE FROM AB-IV TO R-1 FOR 18-LOT SUBDIVISION**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: _____

COUNTY COMMISSION
Date: **8-25-2022**

Time: _____

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **EFRAIN CARRILLO**

REQUEST: **REZONE FROM AR-IV TO R-1 FOR 18-LOT SUBDIVISION**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: **04/18/22**

AND

COUNTY COMMISSION
Date: **05/26/22**
Time: **06:00 PM**

Time: **05:15PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 420/2022

SUBJECT: Approve the purchase of one (1) Sewer Cleaning Vacuum Truck for the Spout Springs Water Reclamation Facility for Public Works & Utilities to Jet-Vac Equipment Company, LLC of Sumter, SC, in the amount of \$457,645.45.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: SY

Recommendation:
Approve

Purpose of Request:

Approve the Purchase of (1) Sewer Cleaning Vacuum Truck for the Spout Springs Water Reclamation Facility to Jet-Vac Equipment Company, Sumter, SC in the amount of \$457,645.45

History:

As part of the ongoing sewer system maintenance program, there is a frequent need to vacuum and remove wastewater from lift-station wet wells, sewer manholes, sewer lines, and the sewer treatment plant. This work is needed to allow for repairs of existing equipment, clean infrastructure, prevent property damage and/or minimize environmental impacts of spills.

Facts and Issues:

This is new equipment and is being procured on State of Georgia Contract #99999-001-SPD0000177-0002 with Jet-Vac. The funding source is the Sewer fund and is part of the FY23 CIP. Estimated time for delivery of vehicle is 9 months.

Options:

Funding Requested	\$ 457,645.45
Are funds within current budget?	Yes
Source of Funds	Water & Sewer

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
DH	WS	BN	CP
Budget	Finance	Attorney	Administration
EW	WG	WLI	LJ
Clerk			
AO			

Attachments:

Financial Supplement

Spec Sheet SE 900-ECO

ORIGINAL STATEWIDE REQUEST FOR QUOTE BID DOCUMENTS

JET-VAC STATEWIDE CONTRACT INFORMATION SUMMARY SHEET

JET-VAC E-VERIFY AFFIDAVITS

EXECUTED STATEWIDE CONTRACT

Jet-Vac quote



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 420/2022

Funds Requested: \$ 457,645.45

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Water & Sewer

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	022 - WATER & SEWER	139 - SPOUT SPGS RECLAM. PLAN	6005 - HEAVY EQUIPMENT	\$457,645.45

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone:

770-531-6800

SEWER EQUIPMENT CO. of AMERICA

SEWER EQUIPMENT
CO. of AMERICA



900 ECO

COMBINATION SEWER CLEANER

BEST PRODUCTS, BEST LOCAL SUPPORT



900_{ECO}

Truck

Sewer Equipment Co. of America's Model 900 ECO Combination Sewer Cleaner utilizes proven technologies to deliver a machine with simplicity that is unequalled in the industry. As with our leading 747 ECO trailer jet and 800-HPR ECO truck jet, the Model 900 ECO operating platform offers the best in class fuel efficiency and noise reduction for operator safety. Sewer Equipment: Best Products, Best Local Support.



Life used to be so simple, and chances are, so was your combination truck. All indicators are that times have changed in the equipment market, and users are being forced to accept increased complexity when they purchase a new piece of equipment. Operators, mechanics and supervisors are left wondering what happened to their old truck that was so easy to operate and maintain.

At Sewer Equipment, we have been wondering the same thing. Does integrating CAN Bus communication systems, touch screen interfaces and computer controlled logic result in increased productivity, cost effectiveness, operator satisfaction, reliability, longevity or safety? In talking to most owners, the answer is an emphatic, "NO!"

Introducing the Sewer Equipment Co. of America Model 900 ECO, a machine that puts safety, simplicity and reliability back into your work day. How do we do it?

It starts with our patented "Hydro Drive" powertrain system, which powers the pump, the blower and the auxiliary hydraulic systems. When you are ready to work, simply put the truck in neutral, apply the parking brake and exit the cab. The truck remains in neutral and power is taken directly from the chassis engine, assuring operator safety during operation, as there is no transfer case to slip into gear.

We have made the operator interface as easy as 1-2-3-4. An operator must flip a switch to put the truck into "Work Mode" and from there you can engage switches for the water pump, blower and throttle. No special sequence, that's it!

The simplicity continues as our unit is also controlled via 12 volt switches, relays and solenoids, as well as manual hydraulic controls. Operators can be trained to safely operate the truck in minutes, not days or weeks. Mechanics can perform diagnostic analysis with a simple test light and a hydraulic pressure gauge, no laptop with special programs required.

The Model 900 ECO also operates at 35% lower RPM than the competition, consuming considerably less fuel than traditional designs, adding to your bottom line each year. Perhaps more importantly, lower RPM's equate to less noise emission. Complaints from residents are minimized, and operators enjoy a higher level of safety when they can hear each other and the traffic around them.

So, why has equipment become so complex? Most manufacturers in the sewer cleaning industry have chosen to use CAN Bus communication to control functions via ECU's (Electronic Control Units) on their units. In theory, this technology promises ease of operation and troubleshooting, as well as increased efficiency and productivity. However, in reality, operators are faced with a truck that requires navigation of control menus to perform simple functions, and a truck that mechanics cannot diagnose without specialized training and a laptop equipped with the proper diagnostics program. All things combined, the claim of increased efficiency and productivity quickly dissolves.

Whether you choose your next combination truck based on productivity, reliability, safety, overall value, ease of operation, ease of maintenance or any combination of these traits, the choice is simple: the Model 900 ECO.



TOLL FREE: 800.323.1604

MODEL 900



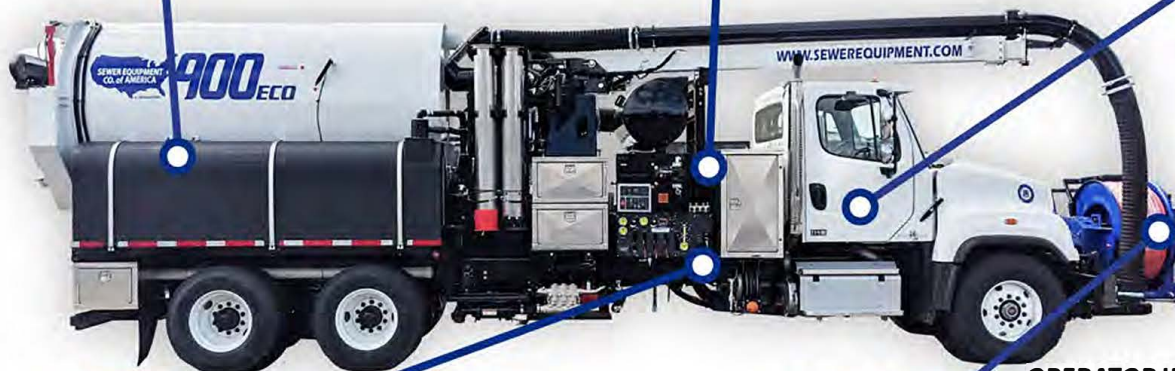
WATER TANK PROFILE: Exclusive Duraprolene™ construction offers 100% immunity to corrosion and dents for unparalleled service life and eliminates the need for draining during storage. The fully baffled construction eliminates sloshing and allows safe travel while full, or partially full of water.



POWERTRAIN: The most advanced powertrain in the industry, our exclusive "Hydro Drive" powertrain system takes all required power directly from the chassis engine. There is no need for an auxiliary engine, and unlike most other designs, our truck remains in neutral while in work mode, increasing operator peace of mind and safety, as no transfer case is needed.



START UP: Operator simplicity begins in the cab. Simply put the truck in neutral and engage the parking brake. That's it! All other jetting and vacuum functions are controlled from the operator interface on the hose reel.



CHASSIS INTEGRATION: Sewer Equipment's only interface between our module and the chassis is via the OEM throttle control port. This intentional lack of integration eliminates problems caused by CAN Bus communication issues between the chassis and module, which are typical on competitor's designs. If this seems like an insignificant detail, please ask for your fleet manager's opinion.



OPERATOR INTERFACE: Going to work is as simple as 1-2-3-4. Simply engage the following switches:

1. Work Mode - ON
2. Water Pump - ON
3. Blower - ON
4. Throttle - ON

You are now jetting and vacuuming. Compare this to the "rocket ship" controls of other equipment that include touch screens and digital displays. Our easy-to-use and easy-to-understand controls enhance safety and long term reliability, while making an operator's job more pleasant.

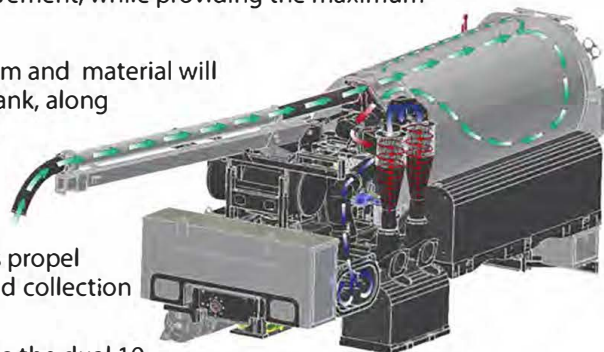
SEWER EQUIPMENT CO. OF AMERICA Air Flow System

The air system is the secret behind our industry leading performance. Our air system is designed to deliver industry leading air movement, while providing the maximum protection for your blower.

The first stage in the air system is the debris tank. Air will enter through the boom and material will impact the deflector plate and start to drop into the tank. The air entering the tank, along with the material, is routed from the single 8" entry point to dual 10" exit points located at each side of the entry. Thus slowing down the air flow and improving material separation.

The second stage of the air system takes the air from the tank and routes it into our cyclone separators. At this point the cyclonic action of these separators propel any remaining material to the side walls and then down into an easily maintained collection box.

In the final stage of the air system, the air moves from the cyclone separators into the dual 10 micron final filters. These washable filters will capture any remaining fine particles still in the air stream before allowing the air to pass through the positive displacement blower.



MODEL 900 ECO COMBINATION TRUCK

Water System	Truck	Hose Reel & Hose
Cold Weather Recirculation System	S Air Purge Winterization System	O Front Mounted Telescoping & Rotating
2.5" Hydrant Fill System	S Tow Hooks (2)	O 800' x 1" Capacity
Air Purge Valve	S Combination Heavy Duty/Ball Pintle Hitch	O 10' Leader Hose
Variable Volume Delivery	S Central Lubrication System	O Single Side Controls
Low Water Warning Light	S Hydraulic Tool Circuit via Hydraulic	O Automatic Level Wind
Analog Pressure Display	S Diverter Valve	O with Hydraulic Up/Down Action Hitch
Front and Rear Hand Gun Ports	S Debris Tank & Rear Door	O Digital "SMART COUNTER" Footage Meter
Fill Hose Storage Rack	O 6 Cubic Yard Capacity	S Secondary Operators Station
Standard Hydro Excavation Cleaning Kit	O 9 Cubic Yard Capacity	S Pinch Roller
Cold Weather Hydro Excavation Cleaning Kit	O 12 Cubic Yard Capacity	S Sewer Hose (1" I.D., 2500 PSI Operating Pressure) Per Ft
2" Y-Strainer on Inlet Fill System	O 15 Cubic Yard Capacity	S Sewer Hose (3/4" I.D., 3000 PSI Operating Pressure) Per Ft
Anti-Freeze System	O Debris Level Indicator	O 25' x 1" Leader Hose
Water Pumps	S Hydraulic Dump, 50 Degree Dump Angle	O 1000' x 1" Reel Capacity Upgrade
Triplex Plunger Water Pump w/ 30 Minute Run-Dry: 65 GPM @ 2000 PSI Performance	S Dual Ported Rear Door w/ Knife Valve	S Electrical
Triplex Plunger Water Pump w/ 30 Minute Run-Dry: 80 GPM @ 2000 PSI	O Dump Height 60"	S NEMA 4 Control Panel
Triplex Plunger Water Pump w/ 30 Minute Run-Dry: 55 GPM @ 3000 PSI	O Hydraulic Open/Close/Lock Door	S Hour Meter (Blower & Water Pump)
Single Piston 65 GPM @ 2500 PSI Water Pump	O Debris Body Pump Off System	S Military Spec. Sealed Switches
Single Piston 80 GPM @ 2500 PSI Water Pump	O Debris Liquid Level Audible Alarm	O Wireless Remote Control Pendant
Accumulator for Single Piston Pump	O Additional 6" Knife Valve on Rear Door	O Wired Remote Control Pendant W/35' Cord
Water Tanks	O Complete with Inlet Strainer	O Enhanced Visibility Camera System
Black Duraprolene Water Tank Construction	O Decant Screen on Rear Door	O LED Rotating Beacon
Base 600 Gallon Capacity Water Tank 6 Yard	O Debris Inlet Water Misting System	O LED Strobe Light
Base 900 Gallon Capacity Water Tank 9 Yard	O Positive Pressure Decant System	S LED Arrow Board
Base 1300 Gallon Black Duraprolene Water Tank (debris box saddle) 12 Yard	S Boom	S LED Arrow Stick
Base 1500 Gallon Black Duraprolene Water Tank (debris box saddle) 15 Yard	S Hydraulic Powered Boom	O LED Panel Mounted Work Light
Additional 200 Gallon Duraprolene Water Tank (driver side rail)	S 180 Degree Working Radius	S LED Manhole Area Work Light
Additional 150 Gallons Duraprolene Water Tank (between rails) 9 Yard	O 10' Extendable Design	S LED Curbside Body Mounted Work Light
Additional 200 Gallons Duraprolene Water Tank (between rails) 12 Yard	S 70 Degree Steel Elbow	O LED Boom Mounted Work Lights (2)
Additional 250 Gallons Duraprolene Water Tank (between rails) 15 Yard	S Telescoping Boom System	S LED Rear Mounted Work Lights (2)
Upgrade Duraprolene Water Tank From 7yr to 10yr Warranty	S Vacuum System	S LED Handheld Wireless 12v/110 Rechargeable
Water Tank Low Level Audible	O 4400 CFM Blower	S Accessories
Manual & Training	S 8" Vacuum Hose System	S (3) 8" X 6' Extension Tubes
(1) Paper Owner's Manual	S 18" Hg Vacuum Rating	S (1) 8" X 4' Extension Tubes
Additional Paper Operators Manual	O Dual Cyclone Separator	S (1) 6" X 10' Lay Flat Hose"
Cd-Rom Operator's Manual	O Dual Element 10 Micron Final Filter	S (1) 8" X 6' Crowned Suction Nozzle
On-site Factory Training (1 day)	S Variable Volume Delivery	S (5) Quick Clamps
On-site Factory Training (additional per/day)	O Analog Vacuum Display	S BB Hose Guide
	O Remote Vacuum Relief	S Toolbox Configurations
	O 5000 CFM Blower Upgrade	S Tri-Star (chisel point) nozzle
	S Toolbox Configurations	S DD (high flow) nozzle
	(1) Alum Toolbox 24" x 36 x 96" - Behind Cab	S Finned Nozzle Extension
	(2) Alum Toolbox 18" x 18" x 30" - Passenger	S Nozzle Rack
	(2) Alum Toolbox 18" x 18 x 24" - Rear	S 25' Fill Hose
	(1) Alum Long Handle Storage - Rear	O Upstream Pulley Guide
	Additional 18" x 18" x 30" Aluminum Toolbox	S Wash down gun w/ 25' ext. Hose
	Bumper Mounted Aluminum Tool Box	S (1) Fan Nozzle (for Wash down Gun)
	(1) 12" x 12" x 14"	S (1) Hydrant Wrench
	S Paint (Module)	S LED D.O.T. Approved Lighting
	Debris Tank - Boom: Standard White	O (6) 18" D.O.T. Safety Cones and Holder
	Hose Reel - Upright: Sewer Blue	
	All Other Colors (all colors except metallics)	

Legend
Standard S
Optional O

MODEL	DEBRIS CAPACITY	LENGTH	WIDTH	HEIGHT	MAX WATER CAPACITY	AXLE CONFIGURATION	MAX HOSE CAPACITY	HOSE SIZE	MIN HP	BOOM EXTENSION
900 ECO	6 YARD	33' 7"	8' 5"	11' 10"	800 Gallon	Single Axle	800'	3/4" - 1"	370 HP	10'
	9 YARD	35' 7"	8' 5"	11' 10"	1350 Gallon	Single Axle	800'	3/4" - 1"	370 HP	10'
	12 YARD	38' 7"	8' 5"	11' 10"	1700 Gallon	Tandem Axle	800'	3/4" - 1"	370 HP	10'
	15 YARD	41' 7"	8' 5"	11' 10"	1950 Gallon	Tridem or Tandem w/Pusher Axle	800'	3/4" - 1"	370 HP	10'

Part No. 92942-00-X, revised 06/2020

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Products subject to change without notification.

Actual products may not be an exact match to product as shown.

800.323.1604
www.sewerequipment.com



www.jet-vac.com



State of Georgia
STATEWIDE CONTRACT
DEPARTMENT OF ADMINISTRATIVE SERVICES
Electronic Request for Quotes (“eRFQ”)
Event Name: Tractors, Mowers, and Earthmoving Equipment
eRFQ (Event) Number: 99999-001-SPD0000177

1. Introduction

1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §§50-5-50 et seq.), this electronic Request for Quotes (“eRFQ”) is being issued to establish one or more statewide contracts with one or more qualified suppliers who will provide Tractors, Mowers, and Earthmoving Equipment. This eRFQ is being conducted by the Department of Administrative Services, through its State Purchasing Division, (hereinafter, “DOAS”). The resulting statewide contract(s) (if any) will be a “MANDATORY” source for all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other Governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as authorized users.

The scope of this eRFQ is to establish, through fair and open competition among suppliers, a comprehensive supply base that can deliver Tractors, Mowers, and Earthmoving Equipment to meet the operational needs of a broad demographic of state and local government users who require quality products/service, timely and effective delivery, and high levels of customer care during and after the sale. Suppliers of any awarded statewide contract must have the capacity to provide products and/or services to authorized users regardless of their location within the State. This commodity group is divided into four (4) categories: Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Equipment, and Specialty Equipment. The categories of Tractors, Mowers & Grounds Maintenance Equipment, and Earthmoving Equipment are composed of one or more subcategories. The category of Specialty Equipment consists of multiple independent line items. The State seeks quotes from suppliers who can deliver equipment within a minimum of one (1) subcategory or one (1) independent line item to the entire state of Georgia. Authorized users of the contract have historically had a high demand for top-quality products and timely, effective, and exemplary customer service. The awarded supplier(s) will enjoy the benefit of receiving direct orders from the authorized users as well as the availability of their product offerings on Team Georgia Marketplace, the State’s e-procurement solution.

1.1.1. Small Business

The State is committed to supporting small business entities by utilizing strategies which help create opportunities for Georgia’s small businesses to be part of statewide contracts. The State encourages large companies who participate in the solicitation process and are awarded a statewide contract to consider partnering with small business entities through business to business (B2B) relationships/arrangements in product delivery to state agencies. Doing so has multiple advantages, for example 1) B2B relationships with small business helps stimulate growth with small business, 2) the dollars spent with small business are often recycled in the local communities where the small business resides, thus stimulating growth in the local economy, and 3) large companies who have a corporate social responsibility (CSR) program may satisfy goals of their CSR program through partnerships with small business entities.

1.2. Estimated Spend

DOAS has determined through spend analysis encompassing fiscal years 2018-2019 (July 1, 2017 – June 30, 2019) that authorized users of the current statewide contract spend, on average, approximately \$25.8M annually on the products outlined in this eRFQ. This historical spend is based on purchasing activity by authorized users across the State associated with twenty- seven (27) existing statewide contracts for tractors and mowers.

The following chart depicts total spend for the existing statewide contracts by fiscal year:

Fiscal Year	Spend	Δ %
2018	\$27,963,759	
2019	\$23,586,710	-16.0%
TOTAL:	\$51,550,469	
AVERAGE:	\$25,775,235	

Although award of this contract does not guarantee any specific volume of sales from authorized users, the awarded supplier(s) can expect significant sales volume based on historical spending patterns and purchase activity (outlined above) which are anticipated to be sustainable throughout the term of any resultant contract. Furthermore, in response to this eRFQ, DOAS expects to receive significantly lower competitive pricing that takes into consideration historical purchase volumes, reduced administrative expense resulting from consolidation of multiple government entities into a single purchasing base and the anticipated return to higher sales activity with local government entities. Anticipated growth in sales is further supported because the awarded supplier(s) of any resulting statewide contract(s) will receive maximum exposure for their products through Team Georgia Market Place, the State’s e-procurement solution coupled with an increased emphasis on collaborative marketing efforts between the supplier(s) and the State Purchasing Division.

1.3. Electronic Records and Signatures

This eRFQ is being sourced through an electronic sourcing tool approved by the Department of Administrative Services and all suppliers’ responses must be submitted electronically in accordance with the instructions contained in Section 2 “Instructions to Suppliers” of this eRFQ. Electronic competitive sealed bids will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed bids meet the sealed bidding requirements of the state of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

1.4. Overview of the eRFQ Process

The objective of the eRFQ is to select one or more qualified suppliers to provide the goods and/or services outlined in this eRFQ to the authorized users. This eRFQ process will be conducted to gather and evaluate responses from suppliers for potential award(s). All qualified suppliers are invited to participate by submitting responses, as further defined below. After evaluating all responses received prior to the closing date of this eRFQ and resolution of any contract exceptions, the preliminary results of the eRFQ process will be publicly announced, including the names of all participating suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that DOAS may desire to make one award or multiple awards. For example, this document contains phrases such as “statewide contract(s)” and “award(s)”. Please refer to Section 6.4 “Selection

and Award” for information concerning whether DOAS will make one award, multiple awards, or reserves the right to make either depending on the bids received.

1.5. Schedule of Events

The schedule of events set out herein represents DOAS’ best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFQ will be publicly posted prior to the closing date of this eRFQ. After the close of the eRFQ, DOAS reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFQ	04/30/2020	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.6.	05/11/2020	5:00 p.m. ET
Bidders’/Offerors’ Conference Location: https://attendee.gotowebinar.com/register/533274541117778957 Attendance is: Optional	05/27/2020	1:30 p.m. ET
Responses to Written Questions	05/26/2020	5:00 p.m. ET
Responses Due/Close Date and Time	10/14/2020	5:00 p.m. ET
Evaluation Completed (on or about)	1 to 2 Weeks after closing	N/A
Finalization of Contract Terms	2 to 3 Weeks after closing	N/A
Notice of Intent to Award* [NOIA] (on or about)	3 to 4 Weeks after closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

1.6. Official Issuing Officer (Buyer)

Matt Taylor
tractors.mowers2020@doas.ga.gov

1.7. Definition of Terms

Please review the following terms:

DOAS – The Georgia Department of Administrative Services

Supplier(s) – Companies desiring to do business with the state of Georgia.

Addendum – A written revision to this solicitation document.

Commodity Group – A grouping of individual commodity codes.

State Entity – A public entity under the purview of the state of Georgia.

Small Businesses: Refers to a business which is independently owned and operated with either fewer than 300 employees or less than \$30 million in gross receipts per year.

Tractor – A powerful motor vehicle with large rear wheels used chiefly on farms for hauling equipment and trailers.

Mower – A machine used for cutting grass.

Grounds Maintenance Equipment – Auxiliary equipment utilized for maintaining grounds.

Earthmoving Equipment – A heavy-duty vehicle designed for construction operations which involves earthworks.

Specialty Equipment – Miscellaneous equipment within scope of this eRFQ.

OEM – Original Equipment Manufacturer

Any special terms or words which are not identified in this Statewide eRFQ Document may be identified separately in one or more attachments to the eRFQ. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Suppliers” of this eRFQ.

1.8. Contract Term

The initial term of the statewide contract(s) is for two (2) calendar year(s) from the execution date of the contract(s). DOAS shall have five (5) one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of DOAS and subsequent agreement by the supplier(s). Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the statewide contract(s), if any, resulting from the award of this eRFQ shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, DOAS may, with the written consent of the awarded suppliers, extend the statewide contract(s) for such period of time as may be necessary to permit the State’s continued supply of the identified products and/or services. The statewide contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFQ states otherwise, the resulting award of the statewide contract(s) does not guarantee volume or a commitment of funds.

2. Instructions to Suppliers

By submitting a response to the eRFQ, the supplier is acknowledging that the supplier:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Team Georgia Marketplace™ Registration System

DOAS requires all companies and/or individuals interested in conducting business with the state of Georgia to register in the State’s web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the registering company to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the supplier’s use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at https://fscm.teamworks.georgia.gov/psc/supp/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDINGPAGE.GBL

2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFQ until the final award is announced (or the eRFQ is officially cancelled), suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, or during the Bidders’/Offerors’ conference, or as defined in this eRFQ, or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment or otherwise. DOAS reserves the right to reject the response of any supplier violating this provision.

2.1.3. Submitting Questions

All questions concerning this eRFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.6 “Issuing Officer” of this eRFQ. No questions other than written will be accepted. No response other than written will be binding upon the State. All suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that DOAS may or may not elect to entertain late questions or questions submitted by

any other method than as directed by this section. All questions about this eRFQ must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFQ*

Question #2 Question, *Citation of relevant section of the eRFQ*

Do not use the comments section of the Sourcing Event to submit questions to the Issuing Officer.

2.1.4. Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the location referred to in Section 1.5 "Schedule of Events" of this eRFQ. Attendance is not mandatory; although, suppliers are strongly encouraged to attend.

2.1.5. State's Right to Request Additional Information - Supplier's Responsibility

Prior to an award, DOAS must be assured that the selected supplier(s) has all of the resources to successfully perform under the statewide contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the State, financial resources sufficient to complete performance under the statewide contract, and experience in similar endeavors. If, during the evaluation process, DOAS or the State's evaluation team is unable to assure itself of the supplier's ability to perform, DOAS has the option of requesting from the supplier any information deemed necessary to determine the supplier's responsibility. If such information is required, the supplier will be notified and will be permitted a sufficient number of business days, as determined by DOAS, to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFQ will not be considered. Responses must be complete in all respects, as required in each section of this eRFQ.

2.1.7. Rejection of Responses; State's Right to Waive Immaterial Deviation

DOAS reserves the right to reject any or all responses, to waive any irregularity or informality in a response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the state of Georgia. It is also within the right of DOAS to reject responses **that do not contain all elements and information requested in this eRFQ**. A response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFQ requirements, which determination will be made by DOAS on a case-by-case basis.

2.1.8. State's Right to Amend and/or Cancel the eRFQ

DOAS reserves the right to amend this eRFQ prior to the end date and time. Any time a change is made to the eRFQ, the eRFQ will be temporarily "un-posted" from the Team Georgia Marketplace™ to permit changes to be made. Then, once the revision is complete, a new "version" of the eRFQ will be posted to the Team Georgia Marketplace™. The eRFQ will possess the same solicitation number; however, the eRFQ will contain a new version number. By submitting a response, the supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFQ (including any revisions/additions made in writing prior to the close of the eRFQ whether or not such revision occurred prior to the time the supplier submitted its response) unless expressly stated otherwise in the supplier's response. THEREFORE, EACH SUPPLIER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFQ AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE SUPPLIER'S RESPONSE PRIOR TO THE CLOSE OF THE eRFQ. Suppliers are encouraged to frequently check the GPR for additional information. Finally, DOAS reserves the right to cancel this eRFQ at any time.

2.1.9. Protest Process

Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the *Georgia Procurement Manual*.

2.1.10. Costs for Preparing Responses

Each response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the supplier's sole responsibility. The State will not provide reimbursement for such costs.

2.1.11. ADA Guidelines

The state of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders'/Offerors' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

2.1.12. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by law and the provisions of the *Georgia Procurement Manual*. Information submitted in response to this solicitation will be processed in accordance with applicable state of Georgia procurement procedures. Requests for copies of bids and proposals prior to final award of a contract shall be handled in accordance with the procedures outlined in O.C.G.A. § 50-5-67, the State Purchasing Act, whereas requests for procurement-related documents after final contract award or upon cancellation of a bid without intent to rebid are handled in accordance with the Georgia Open Records Act as provided in O.C.G.A. 50-18-71 et. seq. DOAS reserves the right to assess production costs as provided pursuant to O.C.G.A. 50-18-71(c). Proposals and bids, including documents pertaining to the solicitation, become the property of the State and shall be open to public inspection as follows:

2.1.11.1: State Purchasing Act: The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to DOAS's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. Pursuant to O.C.G.A. § 50-5-67, bids and proposals shall be made available for public inspection, upon request, within one business day of DOAS's posting of the Notice of Intent to Award or the Notice of Award in the event DOAS does not issue the Notice of Intent to Award. Exceptions provided under the Georgia Open Records Act are not applicable to the disclosure requirements under the State Purchasing Act; therefore, all information other than audited financial statements, will be subject to public disclosure upon request during the protest period, including information marked as "confidential", "proprietary", etc. DOAS is under no obligation to notify supplier of disclosure of records under the State Purchasing Act.

2.1.11.2 Georgia Open Records Act: After final contract award has been made or after a bid has been cancelled following evaluation, without intent to rebid, requests for access to supplier proposals and/or communications, shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), DOAS must make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted from disclosure.

2.1.11.2.1 Marking Submissions as "Confidential", "Proprietary", or "Trade Secret: If a supplier considers any portion of the documents, data, or records submitted in response to

this solicitation to be exempt from disclosure under Georgia law, the supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as “Confidential,” “Proprietary”, or “Trade Secret.” All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as “Confidential” will not be accepted by the State. If only portions of a page are subject to some protection, supplier should not mark the entire page. The State is required to make its own determination regarding what information may or may not be withheld from disclosure regardless of the designation made by the supplier.

2.1.11.2.2 Submission of Redacted Copies: If supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under Georgia Open Records Act, supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, preferably in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked “Redacted Copy-Available for Public Review.” In addition, the electronic file name should include the words “**Redacted Copy**” at the beginning of the file name. The redacted copy shall be submitted at the same time supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. If supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the supplier’s bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the supplier. If the state of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the supplier will be contacted prior to the release of this information. Generally, the State does not consider pricing information to be confidential or proprietary.

2.1.11.2.3 Trade Secret: In addition, if the supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the supplier shall include with its bid/proposal submission, **an affidavit** indicating the specific information that the supplier identifies as trade secret, affirmatively declaring that such information is trade secret. Along with the affidavit, the supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia Law. Designation of a “trade secret” shall not be binding on the State, but the State will review and consider the designation. If the supplier does not include an affidavit with its bid/proposal submission, the State is authorized to produce the supplier’s bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Wholesale designation of a response or substantial parts of a response as “trade secrets” will not be accepted by the State. Generally, the State does not consider pricing information to be trade secret.

2.1.13. Registered Lobbyists

By submitting a response to this eRFQ, the supplier hereby certifies that the supplier and its lobbyists are in compliance with the Lobbyist Registration Requirements in accordance with the *Georgia Procurement Manual*.

2.2. Submittal Instructions

Listed below are key action items related to this eRFQ. The Schedule of Events in Section 1.5 identifies the dates and time for these key action items. This portion of the eRFQ provides high-level instructions regarding the process for reviewing the eRFQ, preparing a response to the eRFQ and submitting a response to the eRFQ. Suppliers are required to access, print and utilize the training materials identified in Section 2.1.1 “Team Georgia Marketplace™” of this eRFQ to ensure the supplier successfully submits a response to this eRFQ.

2.2.1. eRFQ Released

The release of the eRFQ is formally communicated through the posting of this eRFQ as an event in the Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows:

http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

This eRFQ is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a supplier to register, logon, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a supplier to build and save a response over time until the supplier is ready to submit the completed response. Each supplier interested in competing to win a contract award must complete and submit a response to this eRFQ using Team Georgia Marketplace™. Therefore, each supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™:

<http://doas.ga.gov/state-purchasing/purchasing-education-and-training/supplier-training>

2.2.2. eRFQ Review

The eRFQ (or “Sourcing Event”) consists of the following: this document, entitled “Statewide eRFQ Document”, and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by DOAS as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Sourcing Event, including all documents available as attachments or available through links. Any difficulty accessing the Sourcing Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.6) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, documents may be provided at the “header” level of the Sourcing Event. Please select “View/Add General Comments & Attachments”, which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments”, the supplier may open and save all of the available documents. In this location, the supplier is most likely to find this document (Statewide eRFQ Document) as well as the documents referenced in Section 4 “eRFQ Bid Factors.” Please thoroughly review all provided Event Attachments.
2. Second, documents may also be provided at the “line detail” level of the Sourcing Event. Please navigate to “Step 2: Enter Line Bid Responses”, which appears towards the bottom of the screen of the Event. Please access any provided documents as follows:
 - a. First Method:
 - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the supplier will navigate to a new page of the Event.
 - ii. On this new page, the supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
 - b. Second Method:

- i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the supplier will navigate to a new page of the Event.
- ii. On this new page, the supplier can locate attached documents.

In this location, the supplier is most likely to find the cost worksheet (if any, as defined by Section 5 “Cost/Pricing”) as well as any other documents provided with respect to the identified line items. Please thoroughly review all provided attachments.

2.2.3. Preparing a Response

As noted earlier, Team Georgia Marketplace™ allows the supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 “Uploading Forms”, the supplier may also provide information by uploading electronic files. When preparing a response, the supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFQ or any other logical name so that DOAS can easily organize and navigate the supplier’s response.
5. Use caution in creating electronic files to be uploaded. If DOAS is unable to open an electronic file due to a virus or because the file has become corrupted, the supplier’s response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. DOAS has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, portable document format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFQ specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event DOAS is unable to open an electronic file because DOAS does not have ready access to the software utilized by the supplier, the supplier’s response may be considered incomplete and disqualified from further consideration.
7. Continue to save your response until the response is ready to be submitted. Select the “Save for Later” button at the top of the page under “Event Details” of the Event.

2.2.4. Uploading Forms

Once the supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please follow the directions within the eRFQ to upload these documents in the proper location. There are three places to upload completed documents:

1. First, the “View/Add General Comments & Attachments” link contains a place for the supplier to upload all of the documents and worksheets which were provided by DOAS under the “View Event Attachments” link. Once the supplier has completed the Event Attachments, the supplier can then select “Add New Attachments” to upload the completed documents. The supplier can upload as many documents as necessary in this section of the Sourcing Event.
2. Second, the supplier can also upload documents in response to each question or bid factor which appears on the main page of the Sourcing Event, which appears below the “View/Add General Comments & Attachments” link of the Sourcing Event. To the right of each question or bid factor, the supplier can select the “Add Comments or Attachments” link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting “Add Comments or Attachments”, the supplier should select “Upload” under the “Add New Attachments” section to browse and upload an electronic file.

3. Third, the supplier can also upload documents in the bottom portion of the Sourcing Event where pricing is requested. After selecting the comment bubble icon, the Sourcing Event allows the supplier to select "Upload" in order to include an attachment as part of the supplier's response. In the alternative, the supplier can also select the link "Bid", which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the supplier can select "View/Add Question Comments and Attachments" to upload a document.

2.2.5. Reviewing the Response Prior to Submission

Each supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission of your response, please review the following checklist:

1. Please review and confirm that the supplier has answered all questions appropriately. Many questions require a "yes" or "no" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.
3. Please confirm that all necessary files have been uploaded.
4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is no substitute for careful preparation and review by the supplier. The State will not consider the supplier's use of the "Validate Entries" feature as an excuse for an error committed by the supplier in the preparation of its response.

2.2.6. Submitting the Completed Response/Bid

Once the completed response has been reviewed by the supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event. Any information entered by a supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to DOAS and will not be considered for award. Only after the supplier selects the "Submit Bid" button, will the response to the eRFQ be sent electronically, time stamping the supplier's response and sending a confirmation email to the email address of the supplier. Please note that submission is not instantaneous; therefore, each supplier must **allow ample time for its response to be submitted prior to the deadline.**

2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the supplier may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the eRFQ event number and the "View/Edit" feature for the supplier's previous response. Please take note of the following:

1. REVIEW ONLY. In the event the supplier only wishes to view a submitted response, the supplier may select "View/Edit". Once the supplier has finished viewing the response, the supplier may simply exit the screen. DO NOT SELECT "Save for Later." Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the supplier selects "Submit" prior to the closing date and time, no response will be transmitted through the system.
2. REVIEW AND REVISE. In the event the supplier desires to revise a previously submitted response, the supplier may select "View/Edit" and then revise the response. If the revisions cannot be completed in a single work session, the supplier should save its progress by selecting "Save for Later." Once revisions are complete, the supplier **MUST** select "Submit"

to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE eRFQ END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY DOAS, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a supplier's inability to correct errors or otherwise make revisions to the submitted response or the supplier's inability to resubmit a response prior to the eRFQ end date and time.

3. WITHDRAW/CANCEL. In the event the supplier desires to revise a previously submitted response, the supplier may select "View/Edit" and then select "Save for Later". Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and **withdraws the originally submitted bid**. As a result, unless the supplier selects "Submit" prior to the closing date and time, no response will be transmitted through the system. In the event a supplier desires to withdraw its response after the closing date and time, the supplier must submit a request in writing to the Issuing Officer.

2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding State Holidays or any other day State offices are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to: ProcurementHelp@doas.ga.gov.

3. General Business Requirements

This section contains general business requirements. By submitting a response, the supplier is certifying its agreement to comply with all the identified requirements of this Section 3 and that all costs for complying with these general business requirements are included in the supplier's submitted pricing.

3.1. Periodic Performance/Sales Reports

If selected for award, the supplier shall submit the following management reports to the DOAS identified contract manager. All reports shall be provided by the supplier in electronic format. All electronic reports must be submitted in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account. The supplier agrees to provide all data requested in a flat file format as designated by DOAS' Contract Manager.

Quarterly Sales Reports

Statewide sales by customer account number and type of customer: State Agency, Local Entity or Other, in addition (but not limited) to the following information: product description, manufacturer name, NIGP code, merchandise class code/indicator, delivery location, quantity ordered, list price, discount, unit price, and total spend. At the end of each State fiscal quarter, as defined in Section 3.5, the supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace within 20 calendar days following the end of the State's fiscal quarter.

Ad Hoc Report(s)

Supplier may be required to provide ad hoc reports to DOAS from time to time, based on unique data requests associated with the sale of products awarded under any resultant contract. DOAS will work with the supplier to identify the specific informational items needed and the physical format of any ad hoc report request.

3.2. Bi-Annual Business Review Meetings

If selected for award, the supplier must participate in bi-annual Business Review ("BBR") meetings at DOAS' request. During the BBR meeting, the supplier will present a written and/or oral status to DOAS on the overall health of the contract. The BBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by supplier and DOAS. The BBR meeting may involve, but not be limited to, the following: review of the supplier's performance and submitted reports, identification of areas of improvement, recommended strategies to improve deficient areas, review of the previous semi-annual sales statistics, strategies to grow sales volume, development/monitoring of a supplier service "scorecard".

3.3. Virtual Catalog

Team Georgia Marketplace™ Virtual Catalog

In June 2008, DOAS entered into a multi-year agreement with Jaggaer, Inc. whereby Jaggaer will provide certain electronic catalog hosting and management services to enable State customers to access a central online website to view and/or shop the goods and services available from existing statewide contracts as further described in that agreement. The central online website is referred to as Team Georgia Marketplace™ and the catalog site is referred to as the Virtual Catalog.

Supplier's Interface with the Virtual Catalog

To be eligible for contract award, the supplier must agree to cooperate with DOAS and Jaggaer (and any authorized agent or successor entity to Jaggaer) in the event DOAS selects this statewide contract to be exhibited on the Virtual Catalog. At a minimum, the supplier agrees to the following:

1. Supplier agrees, upon DOAS' written request, to deliver within thirty (30) days' of such request either (1) a hosted catalog or (2) punch-out catalog. Supplier will cooperate with DOAS and Jaggaer to create a schedule to enable the integration of the supplier's statewide contract offering into the Virtual Catalog within this thirty (30) day time period.
2. Supplier will join the Jaggaer Supplier Network (SQSN) and will have the option of using the Jaggaer's Supplier Portal to extract the supplier's catalog and pricing, upload products, pricing and images into the Jaggaer system, and view reports on catalog spend and product/pricing freshness. The supplier can receive orders through electronic delivery or through low-tech options such as e-mail and fax. More information about the SQSN can be found at: www.Jaggaer.com or call the Jaggaer Supplier Network Services team at 919-659-2152.
3. Supplier will support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by Jaggaer for the suppliers and are upgraded every year. The state of Georgia reserves the right to migrate to future versions of the UNSPSC and the supplier will be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.org> and <http://www.unspsc.org/fags#How>.
4. DOAS will decide which of the catalog structures (either hosted or punch-out as further described below) will be provided by the supplier. **Whether hosted or punch-out, the catalog must be strictly limited to the supplier's awarded contract offering (e.g. products and/or services not authorized through the resulting statewide contract should not be viewable by User Agencies).**
 - a. Hosted Catalog. By providing a hosted catalog, the supplier is providing a list of its products/services and pricing in an electronic data file in a format acceptable to Jaggaer, such as Tab Delimited Text files. In this scenario, the supplier must submit updated electronic data from time to time to DOAS to maintain the most up-to-date version of its product/service offering under the statewide contract in the Virtual Catalog.
 - b. Punch-Out Catalog. By providing a punch-out catalog, the supplier is providing its own online catalog, which must be capable of being integrated with the Virtual Catalog as follows: Standard

punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the supplier ensures its online catalog marketplace is up-to-date by periodically updating the offered products/services and pricing listed on its online catalog. If awarded multiple contracts, supplier agrees to maintain a single Punchout site and be able to provide the appropriate contract id on each item returned to Jaggaer. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Supplier also agrees to provide e-Quote functionality to facilitate volume discounts.

5. Minimum Requirements: Whether the supplier is providing a hosted catalog or a punch-out catalog, the supplier agrees to meet the following requirements:
 - a. Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the supplier is authorized to provide in accordance with the statewide contract; and
 - b. The accuracy of the catalog must be maintained by supplier throughout the duration of the statewide contract between the supplier and DOAS; and
 - c. The Catalog must include a State-specific contract identification number; and
 - d. The catalog must include detailed product line item descriptions; and
 - e. The catalog must include pictures when possible;* and
 - f. The catalog must include any additional DOAS content requirements.**
6. Revising Pricing and Product Offerings: Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by DOAS and will be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no statewide contract showcased in the Virtual Catalog may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:
 - a. Updated pricing files are required by the 1st of the month and will go into effect in the Virtual Catalog on the 1st day of the following month (i.e. file received on 1/01/09 would be effective in the Virtual Catalog on 12/01/09). Files received after the 1st of the month may be delayed up to a month (i.e. file received on 11/06/09 would be effective in the Virtual Catalog on 1/01/10).
 - b. DOAS-approved price changes are not effective until implemented within the Virtual Catalog. Errors in the supplier's submitted pricing files will delay the implementation of the price changes in the Virtual Catalog.
7. Supplier must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.
 - a. For Purchase Orders received via email, the supplier must provide a dedicated email address (i.e. orders@company.com) that is monitored during normal business hours.
 - b. The supplier is required to provide positive confirmation via phone or email within 24 hours of the supplier's receipt of the Purchase Order. If the Purchasing Order is received after 3pm ET on the day before a weekend or holiday, the supplier must provide positive confirmation via phone or email on the next business day.
8. Supplier agrees that DOAS controls which contracts appear on the Virtual Catalog and that DOAS may elect at any time to remove any supplier's offering from the Virtual Catalog.

*Details regarding the submission of image files and catalog content will be discussed during the enablement process; however, the following represents key information regarding the submission of product image files:

- Provide URL links to the product images (preferred method) or actual image files (in gif, jpeg and other commonly used formats) for all of the items in the supplier's catalog that will be hosted by the Virtual Catalog. These images are displayed to the customer directly in search results as well as in the product details window.
- Provide the actual image files in a 'zip archive'. Please go to www.winzip.com to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- Provide only one image per product.
- Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the supplier's business marketing.

- Please note the Virtual Catalog prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
 - When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance for the Virtual Catalog.
 - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for the Virtual Catalog.
- As products change, updated image files must be submitted to update the Virtual Catalog.
- Provide a corporate logo image in the following sizes. Logo will be used for display on the Supplier/Contract profile.
 - 30 pixels (H) x 70 pixels (W)
 - 50 pixels (H) x 115 pixels (W)
 - 300 pixels (H) x 200 pixels (W)

In rare instances where an image is not available, Jaggaer and DOAS will work with the supplier to determine the best solution for advertising the supplier's offering.

** Existing suppliers in the SQSN normally host one (1) general product catalog that is made available for all customers. This avoids duplication of effort for the supplier and brings improvements to the catalog to all customers at once. It is rare that individual customers have needs that are not also required by others. Jaggaer does not prohibit 'private' catalogs, but recommends review of requirements with the supplier enablement consultants and the suppliers in question first. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different Georgia agencies. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the person viewing the catalog.

In the event DOAS selects this statewide contract to be included on the Virtual Catalog, Jaggaer's technical documentation will be provided to the supplier after (1) the supplier has been formally invited by DOAS to join the Virtual Catalog and (2) the supplier has joined the Jaggaer supplier network and signed up for Jaggaer's Supplier Portal. These services will be provided by Jaggaer at no additional cost to the supplier. Supplier agrees that supplier's statewide contract pricing includes any and all costs to the supplier in complying with these provisions.

The Board of Regents and select colleges currently maintain separate instances of certain statewide contracts through Jaggaer. In the event Board of Regents or one or more colleges elects to publish the resulting statewide contract in the board/college's Jaggaer catalog, the awarded supplier agrees to work in good faith with the board/college to implement the catalog. DOAS does not anticipate that this will require additional efforts by the awarded supplier; however, the supplier agrees to take commercially reasonable efforts to enable such separate Jaggaer catalogs or related integrations (i.e., electronic order submission, e-invoicing, etc.). Suppliers are welcome to submit questions regarding this requirement during the Q&A period and/or during the Bidders'/Offerors' Conference.

3.4. State of Georgia Payment Programs

The state of Georgia provides for the use of several payment methods including ePayables, Purchasing Card (PCard), and Automated Clearing House (ACH) transfers. DOAS will determine the most advantageous method(s) of supplier payment for the awarded statewide contract. Potential suppliers need to be prepared to accommodate any and all forms of payments.

The state of Georgia PCard may be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. Supplier agrees to accept payment via PCard and shall impose no fee on either DOAS or any authorized user for the use of the state of Georgia PCard pursuant to this statewide contract. The supplier also agrees to accept payment via ePayables and shall impose no fee on either DOAS or any authorized user for the use of ePayables pursuant to this statewide contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the

e-Payables solution which will allow DOAS and authorized users to facilitate electronic payment by DOAS and authorized users to the supplier.

All purchases made by authorized users' representatives utilizing state of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the authorized user representative to provide the authorized user's tax identification number as needed at the point of sale.

If selected for award, the supplier shall keep the state of Georgia ePayables numbers confidential and shall not disclose the state of Georgia ePayables numbers except as expressly authorized by DOAS. The supplier represents that state of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The supplier shall provide immediate written notice to the current DOAS Contract Administrator in the event of (1) any unauthorized disclosure of state of Georgia ePayables Numbers or (2) supplier's failure to maintain compliance with the Payment Card Industry Data Security Standard in the supplier's contract performance. The supplier agrees to cooperate with DOAS, authorized users, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

3.5. Administrative Fee

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each supplier to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **1%**. **EACH SUPPLIER MUST SUBMIT PRICING IN ITS COST PROPOSAL WHICH INCLUDES THE IDENTIFIED PERCENT ADMINISTRATIVE FEE (HEREINAFTER, "THE FEE") BUILT INTO THE SUBMITTED PRICING.** All suppliers must agree that the Fee will not be identified separately from the product and/or service pricing offered to authorized users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded supplier and remitted to DOAS in accordance with the following paragraphs.

Quarterly Payment and Sales Reporting Requirements. DOAS and supplier agree that the collected Fees and the corresponding Quarterly Sales Report (report template available upon request), which identifies the total sales pursuant to this statewide contract for the corresponding fiscal quarter, shall be submitted by supplier to DOAS. The total sales reported in the Quarterly Sales Report should be limited to sales in which the supplier has received payment from the state customer. "The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Supplier Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:"

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Contractor's Quarterly Sales Report Due Date</i>	<i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1st – September 30th</i>	<i><u>October 20th</u></i>	<i><u>November 15th</u></i>
<i>Quarter 2</i>	<i>October 1st – December 31st</i>	<i><u>January 20th</u></i>	<i><u>February 15th</u></i>
<i>Quarter 3</i>	<i>January 1st – March 31st</i>	<i><u>April 20th</u></i>	<i><u>May 15th</u></i>
<i>Quarter 4</i>	<i>April 1st – June 30th</i>	<i><u>July 20th</u></i>	<i><u>August 15th</u></i>
			<i>30 calendar days following the termination of this</i>

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- a. At the end of each State fiscal quarter as defined above, supplier shall prepare the Quarterly Sales Report and submit the file through the Supplier Portal of Team Georgia Marketplace, including the supplier's most up-to-date Invoice Contact Name (Billing Contact), Supplier Billing Address, and Supplier Billing E-Mail. In the event that no sales have occurred, the supplier must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Supplier Portal of Team Georgia Marketplace. No later than the date identified above as the "Supplier's Payment Due Date" for each fiscal quarter, the supplier shall remit a payment of fees to DOAS in response to a DOAS generated invoice,
- b. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Supplier shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Supplier shall permit the Auditor of the state of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the supplier relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Supplier shall not impose a charge for audit or examination of the supplier's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the supplier for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall supplier retain any amount of money in excess of the compensation to which supplier is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

- c. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Supplier shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.
- d. Late Payment Fee. In the event DOAS does not receive the supplier's payment of the Fees on or before the Supplier's Payment Due Date, the parties agree the supplier must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$\begin{aligned}
 &(\text{Administrative Fee Amount Due}) \times (18\%) = X \\
 &X / 365 \text{ (366 for leap years)} = Y \\
 &Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}
 \end{aligned}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the supplier does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the supplier makes an error and overpays, the supplier is responsible for alerting DOAS in writing of the supplier's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the supplier no

later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to supplier's overpayment of Fees.

- e. **Default. THE SUPPLIER'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE SUPPLIER IS HANDLING STATE FUNDS.** Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring supplier in default and recovering re-procurement costs from supplier in addition to all outstanding Fees and interest.
- f. Current Statewide Contract Suppliers must be in full compliance with all contract reporting requirements and administrative fee payments in order to be awarded a new statewide contract.

3.6. Standard Insurance Requirements

If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and the state of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish DOAS an insurance certificate listing the state of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

The supplier is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the state of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.
- 2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
- 3) Automobile Liability

Combined Single Limit	\$1,000,000
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in

full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.7. Bid Certification

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the electronically submitted response constitutes an offer, which when accepted in writing by DOAS, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and DOAS; and
2. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the response submitted by the supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the supplier's response may be held open for a lengthier period of time subject to the supplier's consent; and
4. That this response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

3.8. Small Business Opportunity

As noted in the eRFQ Section 1.1.1. Small Business, the State is committed to supporting small business entities to help create opportunities for Georgia's small businesses to be part of statewide contracts. Accordingly, the State is soliciting input from major market players who participate in the solicitation process and are awarded a statewide contract(s), to consider forming a B2 to B2 relationship with a small business. If your company is awarded a statewide contract, please describe how your company would partner with a small business entity to facilitate a second-tier relationship to stimulate growth with small business. In addition, please provide a list of Georgia Small Businesses that you currently utilize in providing your business solutions. (Definition of a Georgia Small Business is found in Section 1.7 – Definition of Terms) **Please upload your response as a separate attachment titled "Small Business Opportunity".**

3.9. Manufacturer's Name and Approved Equivalent

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by DOAS and the State's Cross Functional Team to meet its needs in all respects. Each supplier's response must include such specifications, technical information, or other data that will provide an adequate basis for determining the quality and/or functional capabilities of the products offered.

3.10. Delivery and Set Up Fees

Delivery and set-up fees may be an optional charge from the supplier to the authorized user and shall be prepaid and added to the invoice. If a delivery fee is charged, it may be by loaded mile based on Google Maps or a supplier set fee. Delivery and set-up fee charges must be annotated on the invoice as a separate line item. Authorized users reserve the right to pick up equipment at no charge. The supplier's process for assessing delivery charges, if any, must be consistent with standard industry practice and guarantee that delivery charges are assessed in a manner that is determined by the State to (1) be fair and reasonable and (2) provide the lowest possible cost to authorized users. **The supplier must describe any process they will use to assess delivery charges and upload the document with the title "Delivery Service".**

All equipment shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the authorized user. Liability for product delivery remains with the supplier until delivered and accepted. Damaged or non-operational equipment or products may be rejected. If the damage is not detectable or readily apparent at the time of delivery, supplier must allow equipment to be returned within a reasonable time at no cost to the authorized user. Authorized users reserve the right to inspect all equipment upon delivery or within a reasonable time after delivery if inspection could not be performed upon delivery. Supplier must make arrangements for the return of damaged equipment at no cost to the authorized user. Delivery shall be made in accordance with instructions on the purchase order from each authorized user. The supplier shall seek clarification from the authorized user if there is a discrepancy between the purchase order and what is listed on the contract.

3.11. Additional Business Requirements

1. For any tractor or earthmoving equipment subcategory a supplier chooses to compete in, they must agree to deliver any in-stock equipment within 90 calendar days following receipt of order and deliver any out of stock equipment within 210 calendar days following receipt of order. For any mower/grounds maintenance equipment subcategory a supplier chooses to compete in, they must agree to deliver any in-stock equipment within 90 calendar days following receipt of order and deliver any out of stock equipment within 180 calendar days following receipt of order.
2. For any equipment maintenance, service, and repair the supplier provides the authorized user, the supplier must promptly notify the authorized user upon diagnosis and the supplier's notification must include the timeline for repair.
3. An authorized user may require pick-up and delivery be made to locations inside correctional facilities or other institutional grounds that require prior clearances for all delivery drivers. The supplier must accommodate such requirements. The supplier is responsible for obtaining clearance prior to delivery. Delayed pick-up and deliveries due to driver not being cleared to enter institutional grounds may cause the supplier to be declared in default of contract. Pick-up and delivery required by the Department of Corrections facilities may require vehicle search. The supplier must comply with this requirement.
4. The supplier must be an authorized distributor for any brand name in their submitted bid unless the supplier is a manufacturer who is bidding direct. Upon request, the supplier must submit a manufacturer's certificate for each brand in their bid. The manufacturer's certificate must be no older than 30 days prior to the date of the supplier's final bid submittal.
5. Upon request of an authorized user(s), the supplier must make their proposed equipment available for demonstration to ensure compliance with the requirements, specifications, terms, and conditions of this eRFQ during the evaluation phase. The equipment must be delivered by the supplier to a location determined by the authorized user(s).
6. The supplier must promptly notify DOAS once any new manufacturer's catalog becomes public knowledge.
7. Upon request of the authorized user, the supplier must provide a copy of their manufacturer's catalog(s), under the SWC, and any descriptive literature within five (5) business days of the request.
8. DOAS requests the supplier provide loaner equipment to an authorized user while the authorized user's equipment is being serviced, at no additional cost.
9. DOAS requests the supplier have a trade-in option available in which the authorized user can submit used equipment, of the supplier's associated manufacturer(s) and awarded subcategory(s) within scope of this eRFQ, and receive credit toward the purchase of new equipment provided by the supplier.
10. If training is requested by the authorized user, the supplier should provide a qualified representative to instruct the authorized user on the proper operation, routine maintenance, safety and service of the requested equipment at the authorized user's location at no additional cost.
11. DOAS requests the supplier pick up equipment that requires maintenance, service, or repair, and return to the owning authorized user of the equipment when maintenance, service, or repair is complete.

4. eRFQ Bid Factors

DOAS has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. DOAS will not tailor these needs to fit a particular solution suppliers may have available; rather, suppliers shall propose to meet the State's needs as defined in this eRFQ. All claims shall be subject to demonstration. Suppliers are cautioned that conditional responses/bids, based upon assumptions, may be deemed non-responsive.

4.1. Introduction

All of the items described in this section are product specifications, technical requirements, service levels and/or terms and conditions that the State expects to be satisfied by the selected supplier(s) in the delivery of Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Vehicles, and Specialty Equipment. Each supplier must agree to satisfy these requirements in the supplier's submitted response.

4.2. Supplier General Information

Each supplier must provide responses to ALL of the requested Supplier General Information questions (i.e. corporate composition and demographics) contained in the Bid Factor Section of the sourcing event.

4.3. Mandatory Requirements

This eRFQ contains mandatory requirements (e.g. product specifications, compliance with federal regulations, etc.) which must be met by the supplier in order for the supplier to be considered "responsive" and, therefore, eligible for contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this eRFQ document (Attachment A)
2. Requirements contained in the Mandatory Response Worksheet (Attachment B)

4.3.1 Mandatory Response Worksheet

Each supplier must complete ALL of the requested information in the attached file entitled Mandatory Response Worksheet (**Attachment B**). As specified with each requirement listed in the Mandatory Response Worksheet, the supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. In addition to providing a "YES" or "NO" response, suppliers may be required to provide supporting materials (i.e. product sheets or other technical materials) where applicable, as specified by each individual requirement. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" may fail the technical requirements and may result in disqualification of the supplier's response, except as otherwise provided in Section 6 "Evaluation and Award" of this eRFQ.

4.3.2 Additional Information

Please review the Sourcing Event and its attachments carefully and respond as directed. Information regarding accessing attachments is provided in Section 2.2.2 "eRFQ Review" of this document. Information regarding uploading attachments is provided in Section 2.2.4 "Uploading Forms".

5. Cost/Pricing

Each supplier is required to submit pricing in the Cost Worksheet (**Attachment C**) as part of their response to this eRFQ. DOAS has separated Tractors, Mowers, & Earthmoving Equipment into four (4) distinct product categories based on the type of product and/or intended use as follows: **(1) Tractors, (2) Mowers & Grounds Maintenance Equipment, (3) Earthmoving Equipment, and (4) Specialty Equipment.**

The cost worksheet contains an Instructions Tab and Four (4) Distinct Pricing Category Tabs. Please note, the supplier(s) may elect to bid on any number of the subcategories/independent line items within the four (4) listed categories. However, in order to be eligible for an award in the category of "Tractors", "Mowers & Grounds Maintenance Equipment", and "Earthmoving Equipment", the supplier(s) must at the minimum provide a unit price for all line items within a product subcategory and a discount percentage off of their current nationally published catalog list price, for items within the same subcategory. The supplier may submit more than one manufacturer's discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer. In order to be eligible for an award in

the category of “Specialty Equipment”, the supplier must provide a unit price for a minimum of one (1) independent line item and a discount percentage off of their current nationally published catalog list price for products associated with this independent line item.

The first three (3) individual category pricing tabs contain specific Tractors, Mowers & Grounds Maintenance Equipment, and Earthmoving Equipment line items within each product subcategory that represent the required pricing which will be used to evaluate the supplier’s bid response. These products have been grouped in categories as noted above. To be considered for a contract award, the supplier(s) must offer pricing for all products in their selected subcategory(s). Therefore, the supplier(s) is required to propose a discount percentage off their nationally published catalog list price for each product subcategory for which the supplier(s) desires to be considered for award. Discount percentages off catalog list price will be applied to all items within the specific product subcategory within the supplier(s) catalog. The supplier may submit more than one manufacturer’s discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer. Suppliers that submit bid prices on all required pricing for a subcategory in Categories 1 through 3 will be eligible for award at the subcategory level.

The fourth individual category pricing tab contains specific Specialty Equipment independent line items which are sole line items that represent the required pricing which will be used to evaluate the supplier’s bid response. These products have been grouped in this category as noted above. To be considered for a contract award, the supplier(s) must offer pricing for their selected independent line item(s). Therefore, the supplier(s) is required to propose a discount percentage off their nationally published catalog list price for each product independent line item for which the supplier(s) desires to be considered for award. Discount percentages off catalog list price will be applied to all items associated with the specific product independent line item within the supplier(s) catalog. Suppliers that submit bid prices on all required pricing for an independent line item in Category 4 will be eligible for award at the independent line item level.

5.1. General Pricing Rules

By submitting a response, the supplier agrees to have read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting statewide contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFQ, will be treated as non-responsive and may not be considered for award; and
3. The supplier is required to provide net prices. In the event there is discrepancy between a supplier’s unit price and extended price, the unit price shall govern; and
4. In the event there is a discrepancy between (a) the supplier’s pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet and (b) the supplier’s pricing as quoted by the supplier in one or more single line entries directly into the Sourcing Event screen (for example, “Your Total Line Pricing” and/or “Your Unit Bid Price”), the former shall govern; and
5. The prices quoted and listed in the response shall be firm throughout the term of the resulting statewide contract, unless otherwise noted in the eRFQ or statewide contract; and
6. Any cash discount offered to the State must be clearly identified in the supplier’s response. In the event the State is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly computed invoice indicating the discount, whichever occurs later; and
7. Unless expressly permitted by the eRFQ, responses containing provisions for late or interest charges cannot be awarded a contract. Suppliers must “strike through” any such provisions in printed forms and initial such revisions prior to submitting a response; and
8. Responses containing prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eRFQ; and

9. Unless permitted by the eRFQ, responses requiring payment from the authorized user in less than thirty (30) days may be considered non-responsive; and
10. The state of Georgia is exempt from certain taxes and no provision for such taxes should be included in the supplier's response.

5.2. Cost Structure and Additional Instructions

DOAS' intent is to structure the cost format in order to facilitate comparison among all suppliers and foster competition to obtain the best market pricing. Consequently, DOAS requires that each supplier's cost be structured as directed in the eRFQ. Additional alternative cost structures will not be considered. Each supplier is hereby advised that failure to comply with the eRFQ instructions, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the supplier's response.

Team Georgia Marketplace™ permits DOAS to structure the Sourcing Event to allow the supplier to enter pricing directly into the "Enter Line Bid Responses" portion of the Event. However, if there are multiple products to be priced or the pricing structure is complex, DOAS may attach one or more cost worksheets for the supplier to download, complete and then upload as part of the supplier's response. The primary cost structure for this eRFQ is based on a discount percentage off the supplier(s) nationally published list prices (i.e. Manufacturer Catalog, Commercial Price Book, etc.) for Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Equipment, and Specialty Equipment products within a specific subcategory or independent line item. The discount percentage(s) proposed for each Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Equipment, and Specialty Equipment subcategory or independent line item will be used after statewide contract award to calculate the net purchase price(s) to be paid by authorized users for all Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Equipment, and Specialty Equipment related products for the entire spectrum of products offered within a specific subcategory or independent line item. Accordingly, the supplier(s) must provide their nationally published list price for the specific product line items at the subcategory or independent line item level. Supplier(s) are required to propose a discount percentage off their nationally published catalog list price for each product subcategory or independent line item for which the supplier(s) desires to be considered for award, and submit their most recent nationally published list prices (i.e. catalog, price list, commercial price book, etc.), which provides details regarding all Tractors, Mowers & Grounds Maintenance, Earthmoving Equipment, and Specialty Equipment products within a product subcategory or independent line item that the supplier intends to make available for sale to authorized users under any resultant statewide contract. The supplier may submit more than one manufacturer's discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer.

Pricing tabs for Categories 1 through 3 contain a market basket of items within each product category which represents the specific list of products routinely purchased by authorized users throughout the State that will be used to evaluate the supplier's cost proposal response. Annual purchase quantities associated with each line item derived from the average annual usage of authorized users during fiscal years 2018 through 2019. Items are provided in the cost sheet to be used for evaluation purposes only. Additionally, historical quantities and spend based on average annual usage/purchases of authorized users encompassing fiscal years 2018 & 2019 are also provided for each product category to give suppliers insight into the full extent of sales opportunity beyond the list of products identified in specific market baskets. Although historical usage/purchase data may not represent actual volumes that will be realized under any resultant statewide contract, they provide a conservative but reliable forecast based on an analysis of actual historical purchase activity of authorized users which suppliers should strongly consider in the development of their pricing. Pricing tabs for Category 4 contain independent line items which represent the specific list of products routinely purchased by authorized users throughout the State, in fiscal years 2018 and 2019, that will be used to evaluate the supplier's cost proposal response. The independent line items were obtained through the same aforementioned strategy.

Enter all information directly into the Cost Worksheet. Enter dollar values on each cost sheet in “number” (two-place decimal), not “currency” and percentages on each cost sheet as “whole number” (no decimal places), no decimals or another format unless otherwise stated. That is, omit percent symbols, dollar signs, commas, and any other non-essential symbols (e.g., 10% should be entered as 10 and \$7.90 should be entered as 7.90). Cells left blank will be interpreted as “NO BID” and may disqualify you from the solicitation.

Download the Cost Worksheet (**Attachment C**), complete the individual pricing tabs and then upload the Cost Worksheet by following the instructions in Section 2.2.4 “Uploading Forms” of this eRFQ.

5.2.1. Categories 1 through 4 Pricing Tabs

Based on historical purchase volumes, purchasing habits and need assessment surveys of authorized users, the State has identified a market basket of specific line items for each Tractors (Category 1), Mowers & Grounds Maintenance Equipment (Category 2) and, Earthmoving Equipment (Category 3) product category. Specific line items included in the market basket were derived from an analysis of product offerings within a category/subcategory and represent examples of those types of items that were purchased more frequently by authorized users as compared to other products available in the category. In order to be eligible for award, suppliers are REQUIRED to provide their most recent nationally published list price for all line items in each subcategory they are competing in and propose a discount percentage off of their nationally published list prices, inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, administrative fees, etc.) for each subcategory they are competing in. Discount percentages off nationally published list prices will apply to all supplier catalog items within the product subcategory and will remain constant throughout the term of the contract including any renewals. The supplier may submit more than one manufacturer’s discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer.

In order to be eligible for award for Specialty Equipment (Category 4), suppliers are REQUIRED to provide their most recent nationally published list price for each independent line item they are competing in and propose a discount percentage off of their nationally published list prices, inclusive of all cost (i.e. profit, overhead, operating & administrative expenses, commissions, transaction charges, administrative fees, etc.) for each independent line item.

Based on the product description (part number and item nomenclature) for each line item, suppliers have the option of proposing an “Exact Match” or a functionally equivalent “Like Item” which must be a close substitute and provide an equal or better value than the exact match specified. The functional equivalency of any like item(s) proposed will be evaluated by DOAS, who reserves the exclusive right to make the final determination whether an item, proposed as an equivalent, actually meets the required product specifications of the respective line item. Supplier(s) must propose units of measure that are reasonably consistent with the basic unit of measure/quantities specified. Suppliers should note that if any like item equivalent product(s) proposed is not accepted by DOAS, it will result in an incomplete cost proposal which may result in disqualification from further consideration for award. Therefore, if a supplier is uncertain as to the functional equivalency of any like item proposed, they are encouraged to propose an exact match for the line item.

Historical annual usage data associated with each line item or independent line item is provided in the pricing tabs and will be used for evaluation purposes only (see Section 6.3.1.). Although these estimated annual usage quantities do not represent actual purchase quantities of line items or independent line items that will be ordered under any resultant statewide contract, they provide a reliable forecast of the anticipated purchase volumes on which (1) DOAS will consider in evaluation of proposal prices and (2) suppliers should strongly consider in the development of their bid prices. As previously mentioned in order to be eligible for award for any of the subcategories or independent line items, suppliers must

provide pricing for EVERY line item in the subcategory or pricing for a minimum of one (1) independent line item; additionally, supplier(s) are required to propose a discount percentage off their nationally published catalog list price for each product subcategory or independent line item. The supplier may submit more than one manufacturer's discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer.

5.2.2. Price Escalations/De-escalation and Product Offering

Suppliers may request to escalate/de-escalate nationally published list prices once annually. The originally awarded discount percentage off nationally published list prices will remain firm through the term of the statewide contract. Contract prices shall be firm for the base period of the contract. Awarded suppliers may request price adjustment(s) as part of the contract renewal process. Additionally, all requests for price increase must be made 60 days prior to contract renewal. All supplier request for price adjustment must be accompanied by written documentation detailing specific reasons supported by market/industry data analysis to adequately justify the request. While the information provided by the supplier will be used as the basis for evaluation of supplier request for price adjustment, DOAS may take other factors into consideration in the determination of approval of actual price adjustment amounts.

The US Bureau of Labor Statistics' Producer Price Index (PPI) is the preferred benchmarking tool used by DOAS in the evaluation of supplier price adjustment request. Suppliers can select among relevant PPI(s) to justify request for price adjustment based on a particular group/classification of service and must identify the specific PPI (by PPI Series ID) as part of their request. PPI(s) can be reviewed and downloaded from the U.S. Department of Labor's website at <http://www.bls.gov>. Should the supplier submit more than one PPI, DOAS will calculate the average percent change based on the total number of PPI's (series) submitted. Request for price adjustment in amounts that are not consistent with the percent change for an index(s) over a 12-month period are generally not approved.

5.2.3. Supplier Website Links

Supplier(s) are required to provide web link(s) to their website(s) in the last Cost Worksheet tab entitled "Website Links" of the Cost Workbook. These links to the supplier(s) website(s) should contain the most recent nationally published list prices (i.e. catalog, price list, commercial price book, etc.), and should provide details regarding all products within a product category/subcategory for which the supplier proposes.

6. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful supplier(s) will be required to enter into discussions with DOAS to resolve any exceptions to DOAS' statewide contract. DOAS will announce the results of the eRFQ as described further in Section 6.6 "Public Award Announcement."

6.1. Administrative/Preliminary Review

First, the responses will be reviewed by the Issuing Officer to determine compliance with the following requirements:

1. Response was submitted by deadline via Team Georgia Marketplace™
2. Response is complete and contains all required documents

6.2. Evaluating Bid Factors (Section 4)

If the supplier's response passes the Administrative/Preliminary Review, the supplier's responses to Section 4 "eRFQ Bid Factors" will be submitted to the Evaluation Team for evaluation. The Evaluation Team will review each response in detail to determine its compliance with mandatory eRFQ requirements.

Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, DOAS/the State's Evaluation Team will determine if the deviation is material. A

material deviation may be cause for rejection of the response. An immaterial deviation will be processed as if no deviation had occurred.

6.3. Evaluating Cost

To expedite the evaluation process, DOAS reserves the right to analyze pricing independently, and at the same time analyze the supplier's compliance with the mandatory requirements. DOAS may utilize lowest cost, lowest total cost, or greatest savings to determine the most competitive pricing. Submitted pricing will be evaluated at the subcategory (Categories 1 through 3) level relative to other bids received in responses/bids. Submitted pricing will be evaluated at the independent line item level for Category 4.

DOAS will identify the suppliers within the competitive range. DOAS will identify the competitive range by (1) ranking the suppliers' bids from highest to lowest and (2) then look for breaks in the pricing such that natural groupings of similar pricing may be identified.

6.3.1. Categories 1 through 4

For the purposes of evaluation only, based on a pre-selected representative sample of previously purchased items listed within each product subcategory or independent line item, the supplier's proposed discount percentages will be applied to the supplier's catalog list price to determine the proposed unit price for each line item within the sample. Supplier(s) must propose a discount percentage off catalog list price for a product subcategory or independent line item in order to be eligible for an award. Discount percentages off nationally published list prices will apply to all supplier catalog items within the product subcategory or independent line item and will remain constant throughout the term of the contract, including any renewals. The supplier may submit more than one manufacturer's discount off catalog in any subcategory they choose to compete in; however, the submitted discount must be the same by manufacturer.

Categories 1, 2, and 3 contain subcategories. For the purpose of evaluation only, DOAS will compute a supplier's lowest Total Price per subcategory which will include the sum of all line items within a subcategory and the supplier's proposed discount percentage off their nationally published list price. Specifically, the supplier provided nationally published list price will be multiplied by the historical annual quantity to determine the Extended List Price for each line item in the product subcategory. The Extended List Price for each line item within a product subcategory will be summed and the result will be multiplied by the supplier's Proposed Discount Percentage to determine the discount amount. The discount amount will then be subtracted from the sum of Extended List Prices for each line item to determine the Total Proposed Price for the subcategory. For the purpose of evaluation only, DOAS will compute a supplier(s) Proposed Subcategory Total Price which will include the sum of all The Extended List Prices for each line item within a subcategory, based on the market basket line items identified and the supplier's proposed discount percentage off their nationally published list price for each product subcategory.

Category 4 contains independent line items. For the purpose of evaluation only, DOAS will compute a supplier's lowest Total Price which will include the proposed price of the independent line item and the supplier's proposed discount percentage off their nationally published list price. Specifically, the supplier provided nationally published list price will be multiplied by the historical annual quantity to determine the Extended List Price for the independent line item. The Extended List Price for each independent line item will be multiplied by the supplier's Proposed Discount Percentage to determine the discount amount. The discount amount will then be subtracted from the Extended List Price for the independent line item. This computation will be the supplier's Total Proposed Price for the independent line item.

6.3.2. Georgia Enterprises for Products and Services (GEPS)

In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of 8% for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training

centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS' price by 8% when comparing GEPS' price with any other supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

6.3.3. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, supplier's resident in the state of Georgia will be granted the same preference over supplier's resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to supplier's resident therein over supplier's resident in the state of Georgia. NOTE: For the purposes of this law, the definition of a resident supplier is a supplier who is domiciled in the state of Georgia.

6.3.4. Price Matching Requirements

A price matching option will be available for Georgia Resident, Small Businesses, or Georgia Resident Small Businesses. The ability to price match will only be granted to responsive and responsible bidders that are within 5% up to \$10,000 of the lowest responsive and responsible bid. The indication by the supplier that the supplier will price match does not constitute further negotiation of pricing.

6.4. Selection and Award

The primary objective of this eRFQ is to identify the proper number of suppliers that can deliver a broad variety of Tractors, Mowers & Grounds Maintenance Equipment, Earthmoving Equipment, and Specialty Equipment products, to an extensive and dispersed demographic of state and local government users at a competitive price. Accordingly, DOAS expects to make multiple awards by subcategory for Categories 1 through 3 to the most competitively priced, responsive and responsible suppliers who offer products at the most competitive price that meet or exceed the requirements set forth in the eRFQ with whom DOAS has reached agreement on all contract terms and conditions. Additionally, DOAS expects to make multiple awards by independent line item for Category 4 to the most competitively priced, responsive and responsible suppliers who offer products at the most competitive price that meet or exceed the requirements set forth in the eRFQ with whom DOAS has reached agreement on all contract terms and conditions. DOAS reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject all responses, in whole or in part; (c) request clarifications from suppliers; (d) request resubmissions from all suppliers; and (e) take any other action as permitted by law.

6.5. Site Visits and Oral Presentations

DOAS reserves the right to conduct site visits, request product/work samples, or to invite suppliers to present their product/service solution to the Evaluation Team.

6.6. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of DOAS' expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful supplier(s), unsuccessful supplier(s), and the reasons why any unsuccessful suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY DOAS. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award ("NOA") is DOAS' public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

7. Contract Terms and Conditions

The statewide contract that DOAS expects to award as a result of this eRFQ will be based upon the successful supplier's final response as accepted by DOAS and the contract terms and conditions, which terms and

conditions can be downloaded from the Sourcing Event. The “successful supplier’s final response as accepted by DOAS” shall mean: the response submitted by the supplier, written clarifications, and any other terms deemed necessary by DOAS, except that no objection or amendment by the supplier to the eRFQ requirements or the contract terms and conditions shall be incorporated by reference into the statewide contract unless DOAS has explicitly accepted the supplier’s objection or amendment in writing.

Please review DOAS’ statewide contract terms and conditions prior to submitting a response to this eRFQ. Suppliers should plan on the contract terms and conditions contained in this eRFQ being included in any award as a result of this eRFQ. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable suppliers to better evaluate the costs associated with the eRFQ and the potential resulting statewide contract.

Exception to Contract

By submitting a response, each supplier acknowledges its acceptance of the eRFQ specifications and the contract terms and conditions without change except as otherwise expressly stated in the supplier’s submitted response. If the supplier takes exception to a contract provision, the supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the statewide contract must be submitted as part of the supplier’s response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFQ.

In the event the supplier is selected for potential award, the supplier will be required to enter into discussions with DOAS to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the supplier. DOAS reserves the right to proceed to discussions with the next best ranked supplier.

DOAS reserves the right to modify the statewide contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful supplier. Exceptions that materially change the terms or the requirements of the eRFQ may be deemed non-responsive by DOAS, in its sole discretion, and rejected. Contract exceptions which grant the supplier an impermissible competitive advantage, as determined by DOAS, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

8. List of eRFQ Attachments

The following documents make up this eRFQ. Please see Section 2.2.2 “eRFQ Review” for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. Statewide eRFQ (this document)
- B. Mandatory Response Worksheet (as referenced in Section 4.3 of this eRFQ)
- C. Cost Worksheet from Section 5 “Cost/Pricing” of this eRFQ
- D. State Contract from Section 7 “Contract Terms and Conditions” of this eRFQ
- E. Attachment Removed
- F. Certificate of Non-Collusion
- G. Tax Compliance Form
- H. W-9 Form
- I. Things to Remember When Responding to Bids in Team Georgia Marketplace
- J. Contracting with the Georgia Department of Administrative Services

Statewide Information Sheet

Statewide Contract Number	99999-001-SPD0000177-0002	NIGP Code	Please reference TGM.
Name of Contract	Tractors, Mowers, and Earthmoving Equipment		
Effective Date	June 1, 2021	Expiration Date	May 31, 2023
Contract Table of Contents			
Suppliers Awarded	35	Contract Information:	MANDATORY
Contract Information for Supplier			Page Number
Jet-Vac Equipment Company, LLC			2
Additional Contract Information			
Changes/Extensions/Renewals			3

Supplier Information Sheet

Supplier Name: Jet-Vac Equipment Company, LLC

Contract Information			
Statewide Contract Number	99999-001-SPD0000192-0002		
Contract Name	Tractors, Mowers, and Earthmoving Equipment		
PeopleSoft Supplier ID	0000595178	Location Code	001
Supplier Name & Address			
Jet-Vac Equipment Company, LLC 5500 South Cobb Drive Building 200, Suite 210 Atlanta, GA 30339			
Contract Administrator			
Jamie Williams Telephone: 470-867-8535 Email: jamie@jet-vac.com			
Contract Details			
Ordering Information	5500 South Cobb Drive Building 200, Suite 210 Atlanta, GA 30339		
Remitting Information	5746 Broad St. Sumter, SC 29154		
Delivery Days	Delivery will be quoted by the supplier at the time of order.		
Discounts	Please reference the supplier's catalog(s).		
Payment Terms	Net 30 days		
Bid offer includes	State and Local Governments		
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card Program.		
Ordering Instructions	Orders may be placed via phone or e-mail to the supplier's Contract Administrator referenced above.		
Product/Pricing Schedule	Please reference the supplier's catalog(s).		



Changes/Extensions/Renewals

Initial Term: June 1, 2021 – May 31, 2023

* See Team Georgia Marketplace (Click Open Summary) for current Contract Management Specialist contact information.

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

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

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

804190
Federal Work Authorization User Identification Number

August 7, 2014
Date of Authorization

Jet-Vac Equipment Company, LLC
Name of Contractor

statewide contract
Name of Project

State of Georgia
Name of Public Employer

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

Executed on June 3, 2020 in Santa (city), SC (state).

Elizabeth W. Hodges
Signature of Authorized Officer or Agent

Elizabeth W. Hodges, Controller
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 3rd DAY OF June, 2020.

Hilary D. Hodge
NOTARY PUBLIC
My Commission Expires: 12/17/2023

HILARY HODGE
Notary Public, State of South Carolina
My Commission Expires 12/17/2023

State of Georgia Statewide Standard Contract Form

Solicitation Title Tractors, Mowers, and Earthmoving Equipment	Solicitation Number 99999-001-SPD0000177	Contract Number 99999-001-SPD0000177-0002
1. This Contract is entered into between the Agency and the Contractor named below:		
Agency's Name Department of Administrative Services		(hereafter called Agency)
Contractor's Name Jet-Vac Equipment Company LLC		(hereafter called Contractor)
2. Contract to Begin: 08/01/2021	Date of Completion: 05/31/2023	Renewals: 5
3. Performance Bond, if any:		Other Bonds, if any:
4. Authorized Person to Receive Contract Notices for Agency: Eric Mercier		Authorized Person to Receive Contract Notices for Contractor: Jamie Williams / Hilary Hodge
5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:		
Attachment 1: Statewide Contract for Goods and Ancillary Services		
Attachment 2: Solicitation (referenced above)		
Attachment 3: Contractor's Final Response		

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.


6. Contractor

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Jet-Vac Equipment Company LLC

By (Authorized Signature) 	Date Signed 2/23/2021
Printed Name and Title of Person Signing Justin Kohl President	
Address 5500 South Cobb Drive, Bldg 200 Ste 210, Atlanta GA 30339	

7. Agency

Agency Name
Department of Administrative Services

By (Authorized Signature) 	Date Signed 3/8/2021
Printed Name and Title of Person Signing Lisa Eason Deputy Commissioner, State Purchasing Division	
Address 200 Piedmont Avenue, S.E. Atlanta, GA 30334-9010	

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
- (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
- (v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of

certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

2. **Product Shipment and Delivery.** Delivery and set-up fees may be an optional charge from the supplier to the authorized user and shall be pre-paid and added to the invoice. If a delivery fee is charged, it may be by loaded mile based on Google Maps or a supplier set fee. Delivery and set-up fee charges must be annotated on the invoice as a separate line item. Authorized users reserve the right to pick up equipment at no charge. All equipment shall be delivered assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the authorized user. Liability for product delivery remains with the supplier until delivered and accepted. Damaged or non-operational equipment or products may be rejected. If the damage is not detectable or readily apparent at the time of delivery, supplier must allow equipment to be returned within a reasonable time at no cost to the authorized user. Authorized users reserve the right to inspect all equipment upon delivery or within a reasonable time after delivery if inspection could not be performed upon delivery. Supplier must make arrangements for the return of damaged equipment at no cost to the authorized user. Delivery shall be made in accordance with instructions on the purchase order from each authorized user. The supplier shall seek clarification from the authorized user if there is a discrepancy between the purchase order and what is listed on the contract.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the

Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered.

4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
 - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency

reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

- (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
- (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or
- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.

3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:

- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
- (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
- (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.

4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.

5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:

- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
- (ii) The Agency's duties are substantially modified.

6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its

performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.

7. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:

- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:

- (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
- (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
- (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) Any breach of the Statewide Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;

- (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the software;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;
- (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;

- (iii) Use of the software in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the

State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the Statewide Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. Amendments. The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. Third Party Beneficiaries. There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

7. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
11. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

12. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:
 - (i) At the time it is actually received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
18. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is

exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
 - (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
28. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of

this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.
34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.



5746 Broad Street
SUMTER, SC 29154

5500 S Cobb Drive, Bld 200, Suite 210
ATLANTA, GA 30339

781 Frost Bottom Road
OLIVER SPRINGS, TN 37840

1350 Sheeler Avenue, Building 12, Unit 7
APOPKA, FL 32703

www.jet-vac.com

Ship To: HALL COUNTY GEORGIA
TIM BOLLINGER
2875 Browns Bridge Rd Fl 3
Gainesville,GA 30504-5635

Invoice To: Hall County Georgia
Attn: Accounts Payable*
accountspayable@hallcounty.org
GAINESVILLE GA 30503

Branch 20 - ATLANTA		
Date 06/15/2022	Time 9:13:15 (O)	Page 1
Account No HALLC001	Phone No 7705316800	Est No 06 Q00087
Ship Via DELIVERY	Purchase Order	
Tax ID No		
		Salesperson RS1 / AW1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/31/2022 Amount

GEORGIA STATE CONTRACT #99999-001-SPD0000177-0002
IN STOCK UNIT

COMBINATION SEWER CLEANER TO INCLUDE: 253882.69
 -VACUUM SYSTEM: 4400 CFM Blower, 8" Vacuum Hose system, 18" Hg vacuum rating Dual Cyclone Separator, Dual Element 10 Micron Final Filter, Remote Vacuum Relief, Analog Vacuum Display, (6) Tube/Tube Rack
 -BOOM: Telescoping Boom System, Telescoping Reach 17' 2" to 27' 2" Hydraulic Powered Boom, 180° Working Radius, Boom Joystick Control
 -DEBRIS TANK: 12 Cubic Yard Capacity, Exten. Steel Construction, Debris Level Indicator, Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER), Dual Ported Rear Door w/ Knife Valve, Dump Height 60", Hydraulic Open/Close/Lock Door
 -WATER SYSTEM: 1300 Gallon Capacity, Black Duraprolene Water Tank w/ 10 Year Warranty, Giant plunger style triplex 65 gpm @ 2000 psi w/ 30 min run dry, Cold Weather Recirculation System, 2.5" Hydrant Fill system, Air Purge Valve, Variable Volume Delivery, Low Water Warning Light, Analog Pressure Display, Front and Mid Ship Hand Gun Ports
 -ELECTRICAL: NEMA 4 Control Panel, Hour Meter (Blower & Water Pump), Military Spec. Sealed Switches
 -TRUCK: Mount to Approved Chassis, (1) Alum Toolbox 24"x42"x100" Behind Cab, LED D.O.T. Approved Lighting, (2) Tow Hooks Front Bumper
 -HOSE REEL & HOSE: Front Mounted Telescoping & Rotating, 800' X 1" Hose Capacity 10' Leader Hose, Single Side Controls
 -ACCESSORIES:
 (3) 8" x 6' Extension Tube
 (1) 8" X 3' Extension Tube
 (1) 6" x 10' Flat Discharge Hose
 (6) Quick Clamps

Thank You For Your Business!



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Date 06/15/2022	Time 9:13:15 (O)	Page 2
Account No HALLC001	Phone No 7705316800	Est No 06 Q00087
Ship Via DELIVERY	Purchase Order	
Tax ID No		
		Salesperson RS1 / AW1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/31/2022 Amount

BB Hose Guide, Tri-Star (chisel point) nozzle, DD (high flow) nozzle, Finned Nozzle extension, Nozzle Rack (Mounted midship toolbox), 25' Fill Hose, Upstream Pulley Guide, Washdown gun Cleaner, Tip, Torch, Small, (1) Hydrant Wrench, (1) Paper Owner's Manual

Sale # 01 Subtotal: 253882.69
TOTAL: 253882.69

GEORGIA STATE CONTRACT ADD ON OPTIONS: 107100.79
AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION
DIGITAL "SMART COUNTER" FOOTAGE METER
FOOTAGE METER (mounted on jet hose reel)
800FT SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE)
TRIPLEX PLUNGER STYLE GIANT WATER PUMP RATED AT 80 GPM @ 2500 PSI (includes drain valves)
PER DIGITAL WATER TANK LEVEL GAUGE
WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)
FILL HOSE STORAGE RACK
STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose)
LATERAL LINE CLEANING KIT W/ ELECTRONIC VARIABLE REWIND SPEED (200' X 1/2" hose with nozzle; includes addition of auxiliary cleaning circuit and mounting on front bumper drivers side)
CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship)
"REAR TOOLBOX GROUP w/ (2) long handle tool storage tubes (includes (2) 24"x18"x18" boxes, (1) 63.75"x17.25"x12" cabinet and (2) 4" tubes) - Confirm rear suspension (Not available with tandem/tag axle

Thank You For Your Business!



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Tax ID No		
		Salesperson RS1 / AW1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/31/2022 Amount

chassis)"
 "(2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder Note #1: N/A WITH COLD WEATHER HYDROEXCAVATION CLEANING KITS"
 "ADDITIONAL 18"x18"x30" ALUMINUM TOOLBOX - (1 maximum mounted passenger side rail)Note: Not available with single piston pump option."
 "MANUAL/ELECTRIC BOOM CONTROL VALVE (Control valves have built-in levers for manual boom control) (Located at midship control panel)"
 DUAL VARIABLE VACUUM CONTROL VALVE (Located at both hose reel & midship stations)
 DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)
 DECANT SCREEN ON REAR DOOR PORT (swing out perforated shield)
 WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract and module kill switch)
 WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck is taken out of neutral with remote not in docking station)
 ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with monitor in cab)
 (6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard)
 LED ARROW BOARD (factory standard)
 LED MANHOLE AREA WORK LIGHT
 LED CURBSIDE BODY MOUNTED WORK LIGHT
 LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard)
 LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR
 AIR PURGE WINTERIZATION SYSTEM (supplied by chassis air system)
 (4) RUBBER BUMPERS MOUNTED ON REAR BUMPER - (Recommended

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Date 06/15/2022	Time 9:13:15 (O)	Page 4
Account No. HALLC001	Phone No 7705316800	Est No 06 Q00087
Ship Via DELIVERY	Purchase Order	
Tax ID No		
		Salesperson RS1 / AW1

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/31/2022 Amount

for use when dumping into containers)
SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER
CENTRAL LUBRICATION SYSTEM
(2) TOW HOOKS REAR BUMPER
(2) PUMA GRABBER PMA-20S

Sale # 02 Subtotal: 107100.79
TOTAL: 107100.79

GEORGIA STATE NON-CONTRACT ITEM: 118242.00
2022 FREIGHTLINER TANDEM AXLE CHASSIS, 114/SD 370hp Cummins

Sale # 03 Subtotal: 118242.00
TOTAL: 118242.00

Miscellaneous Charges/Credits

EQP GA ST CONTRACT DISC Qty: 1 Price: 21580.03 21580.03-

Miscellaneous Charges/Credits Total: 21580.03-

Subtotal: 457645.45
Quote Total: 457645.45

Authorization: _____

Thank You For Your Business!



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 417/2022

SUBJECT: Approve the limited warranty deed between Hall County and Clayton Properties Group, Inc. for the purpose of transferring property ownership for tax parcel number 15042 000341 to Hall County, subject to the review and approval by County Attorney. Commission District 1.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: SY
Recommendation:
Approve

Purpose of Request:

Approve the Limited Warranty Deed between Hall County and Clayton Properties Group, Inc. for the purpose of transferring property ownership for the subject parcel to Hall County subject to the review and approval of the County Attorney. Commission District 1

History:

This tract was previously sold to the developer for Lancaster communities in order to provide a construction access road for Phase 2 of the Lancaster development to minimize impacts on Phase 1 by the construction of the neighborhood. The parcel strip is no longer needed by the developer and they have requested to deed it back to the County.

Facts and Issues:

The subject parcel is 4.46 acres and is adjacent to the Spout Springs Water Reclamation Facility. The property tax id is 15042 000341. The parcel is contiguous with the Spouts Springs Water Reclamation Facility.

Options:

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
WS	BN	EW	WG
Attorney	Administration	Clerk	
WLI	LJ	JR	

Attachments:

Limited Warranty Deed

Aerial Exhibit

After Recording Return To:
MAHAFFEY PICKENS TUCKER, LLP
1550 North Brown Road, Suite 125
Lawrenceville, Georgia 30043
File #2609-0072 (RLT/CWD)
Hall Co. Parcel No. 15042 000341

eFiled and eRecorded
DATE: 06/23/2022
TIME: 3:17 PM
DEED BOOK: 9150
PAGE: 393 - 400
FILING FEES: \$25.00
TRANSFER TAX: \$0.00
PARTICIPANT ID: 9616363157
PT61: 069-2022-005642
RECORDED BY: EAR
CLERK: Charles Baker, C.S.C
Hall County, GA

LIMITED WARRANTY DEED

DEED PREPARATION ONLY – NO TITLE EXAM PERFORMED

STATE OF GEORGIA
COUNTY OF HALL

THIS INDENTURE, made the 23 day of June, 2022, by and between,

CLAYTON PROPERTIES GROUP, INC., successor by name change to CMH Parks, Inc.,
a Tennessee corporation d/b/a Chafin Land Development

as party or parties of the first part, hereinafter called Grantor, and

HALL COUNTY, 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 TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Friendship GMD 1419, Hall County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof, and ~~being further depicted as the cross-hatched area labeled "Clayton Properties Group, Inc. DB 7866, PG 186 Area = 4.45 Ac."~~ as shown on Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

Said Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

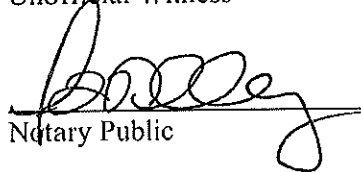
IN WITNESS WHEREOF, the Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

Signed, sealed and delivered
this 23 day of JUL,
2022, in the presence of:

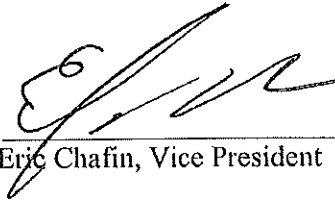
GRANTOR:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation d/b/a
CHAFIN LAND DEVELOPMENT


Unofficial Witness


Notary Public

[NOTARY SEAL]

By: 
Eric Chafin, Vice President

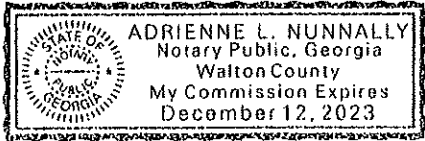
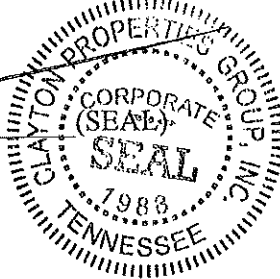


EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Friendship GMD 1419, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the centerline intersection of Spout Springs Road (R/W varies) and Lancaster Crossing (50'R/W), THENCE North 54 degrees 13 minutes 42 seconds East for 148.99 feet to a point said point being THE TRUE POINT OF BEGINNING; THENCE South 06 degrees 53 minutes 37 seconds East a distance of 82.13 feet to a point;

THENCE along a curve to the left for an arc length of 93.49 feet, having a radius of 960.00 feet, being subtended by a chord bearing South 66 degrees 42 minutes 07 seconds West, for a distance of 93.46 feet to a point;

THENCE South 63 degrees 54 minutes 43 seconds West a distance of 51.39 feet to a point;

THENCE along a curve to the right for an arc length of 53.50 feet, having a radius of 190.00 feet, being subtended by a chord bearing South 71 degrees 58 minutes 44 seconds West, for a distance of 53.32 feet to a point;

THENCE South 80 degrees 02 minutes 44 seconds West a distance of 50.21 feet to a point;

THENCE along a curve to the left for an arc length of 64.96 feet, having a radius of 110.00 feet, being subtended by a chord bearing South 63 degrees 07 minutes 36 seconds West, for a distance of 64.02 feet to a point;

THENCE South 46 degrees 12 minutes 28 seconds West a distance of 418.72 feet to a point;

THENCE along a curve to the left for an arc length of 107.72 feet, having a radius of 710.00 feet, being subtended by a chord bearing South 41 degrees 51 minutes 42 seconds West, for a distance of 107.61 feet to a point;

THENCE South 37 degrees 30 minutes 55 seconds West a distance of 200.79 feet to a point;

THENCE along a curve to the right for an arc length of 253.45 feet, having a radius of 540.00 feet, being subtended by a chord bearing South 50 degrees 57 minutes 41 seconds West, for a distance of 251.13 feet to a point;

THENCE South 64 degrees 24 minutes 28 seconds West a distance of 119.03 feet to a point; THENCE South 67 degrees 19 minutes 24 seconds West a distance of 148.76 feet to a point; THENCE along a curve to the right for an arc length of 234.48 feet, having a radius of 940.00 feet,

being subtended by a chord bearing South 74 degrees 28 minutes 09 seconds West, for a distance of 233.87 feet to a point;

THENCE South 81 degrees 36 minutes 55 seconds West a distance of 183.36 feet to a point;

THENCE along a curve to the left for an arc length of 90.28 feet, having a radius of 487.77 feet, being subtended by a chord bearing North 11 degrees 32 minutes 20 seconds West, for a distance of 90.16 feet to a point;

THENCE North 15 degrees 37 minutes 07 seconds West a distance of 108.94 feet to a point;

THENCE along a curve to the right for an arc length of 77.28 feet, having a radius of 1040.00 feet, being subtended by a chord bearing North 13 degrees 27 minutes 10 seconds West, for a distance of 77.26 feet to a point;

THENCE North 11 degrees 19 minutes 27 seconds West a distance of 59.13 feet to a point;

THENCE along a curve to the left for an arc length of 122.09 feet, having a radius of 210.00 feet, being subtended by a chord bearing North 27 degrees 58 minutes 44 seconds West, for a distance of 120.37 feet to a point;

THENCE North 44 degrees 38 minutes 02 seconds West a distance of 37.14 feet to a point; THENCE North 44 degrees 03 minutes 58 seconds East a distance of 80.02 feet to a point; THENCE South 44 degrees 38 minutes 02 seconds East a distance of 38.96 feet to a point;

THENCE along a curve to the right for an arc length of 168.60 feet, having a radius of 290.00 feet, being subtended by a chord bearing South 27 degrees 58 minutes 44 seconds East, for a distance of 166.23 feet to a point;

THENCE South 11 degrees 19 minutes 27 seconds East a distance of 59.13 feet to a point;

THENCE along a curve to the left for an arc length of 72.61 feet, having a radius of 960.00 feet, being subtended by a chord bearing South 13 degrees 29 minutes 27 seconds East, for a distance of 72.59 feet to a point;

THENCE South 15 degrees 37 minutes 07 seconds East a distance of 106.79 feet to a point;

THENCE along a curve to the right for an arc length of 21.08 feet, having a radius of 567.77 feet, being subtended by a chord bearing South 15 degrees 41 minutes 19 seconds East, for a distance of 21.08 feet to a point;

THENCE North 81 degrees 36 minutes 55 seconds East a distance of 106.38 feet to a point;

THENCE along a curve to the left for an arc length of 214.52 feet, having a radius of 860.00 feet, being subtended by a chord bearing North 74 degrees 28 minutes 09 seconds East, for a distance of 213.97 feet to a point;

THENCE North 67 degrees 19 minutes 24 seconds East a distance of 146.72 feet to a point; THENCE North 64 degrees 24 minutes 28 seconds East a distance of 117.00 feet to a point;

THENCE along a curve to the left for an arc length of 215.91 feet, having a radius of 460.00 feet, being subtended by a chord bearing North 50 degrees 57 minutes 41 seconds East, for a distance of

213.93 feet to a point;

THENCE North 37 degrees 30 minutes 55 seconds East a distance of 200.79 feet to a point;

THENCE along a curve to the right for an arc length of 119.85 feet, having a radius of 790.00 feet, being subtended by a chord bearing North 41 degrees 51 minutes 42 seconds East, for a distance of 119.74 feet to a point;

THENCE North 46 degrees 12 minutes 28 seconds East a distance of 418.72 feet to a point;

THENCE along a curve to the right for an arc length of 112.21 feet, having a radius of 190.00 feet, being subtended by a chord bearing North 63 degrees 07 minutes 36 seconds East, for a distance of 110.59 feet to a point;

THENCE North 80 degrees 02 minutes 44 seconds East a distance of 50.21 feet to a point;

THENCE along a curve to the left for an arc length of 30.97 feet, having a radius of 110.00 feet, being subtended by a chord bearing North 71 degrees 58 minutes 44 seconds East, for a distance of 30.87 feet to a point;

THENCE North 63 degrees 54 minutes 43 seconds East a distance of 51.39 feet to a point;

THENCE along a curve to the right for an arc length of 120.62 feet, having a radius of 1040.00 feet, being subtended by a chord bearing North 67 degrees 14 minutes 04 seconds East, for a distance of 120.55 feet to a point;

The above described property contains an area of 4.45 acres.

EXHIBIT "B"
PAGE 1 OF 2

ILLUSTRATION

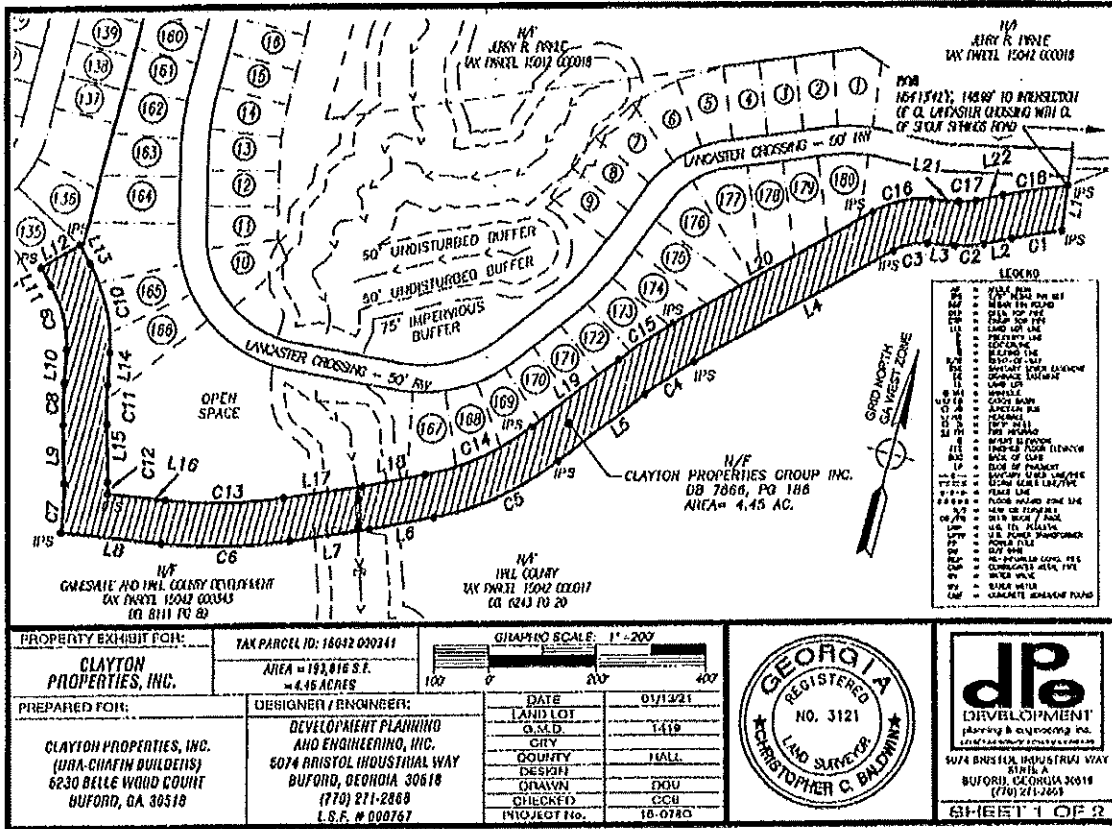


EXHIBIT "B"
PAGE 2 OF 2

ILLUSTRATION

LINE TABLE			LINE TABLE			LOT CURVE TABLE				
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	CURVE #	LENGTH	RAD	CHD DIR	CHD
L1	82.13	S6°53'37"E	L19	200.79	N37°30'58"E	C1	83.49'	880.00'	S68°42'07"W	03.40'
L2	51.38	S63°54'43"W	L20	410.72	N46°12'26"E	C2	53.50'	190.00'	S71°58'44"W	53.32'
L3	50.21	S80°02'44"W	L21	50.21	N80°02'44"E	C3	64.88'	110.00'	S83°07'38"W	64.02'
L4	418.72	S46°12'28"W	L22	51.39	N83°54'43"E	C4	107.72'	710.00'	S41°51'42"W	107.61'
L5	200.79	S37°30'55"W				C5	203.46'	640.00'	S50°57'41"W	251.13'
L6	119.03	S64°24'20"W				C6	234.46'	940.00'	S74°28'09"W	233.87'
L7	148.76	S67°19'24"W				C7	80.28'	487.77'	N11°32'20"W	80.16'
L8	183.36	S81°36'55"W				C8	77.28'	1040.00'	N13°27'10"W	77.26'
L9	109.94	N18°37'07"W				C9	122.09'	210.00'	N27°58'44"W	120.37'
L10	59.13	N11°19'27"W				C10	188.80'	280.00'	S27°58'44"E	160.23'
L11	37.14	N44°38'02"W				C11	72.81'	960.00'	S13°29'27"E	72.59'
L12	80.02	N44°03'58"E				C12	21.08'	567.77'	S15°41'19"E	21.00'
L13	58.98	S44°38'02"E				C13	214.52'	880.00'	N74°28'00"E	213.87'
L14	50.13	S11°19'27"E				C14	215.01'	400.00'	N50°57'41"E	213.83'
L15	100.79	S19°37'07"E				C15	110.85'	780.00'	N41°51'42"E	110.74'
L16	100.38	N81°36'55"E				C16	112.21'	190.00'	N63°07'38"E	110.89'
L17	148.72	N67°19'24"E				C17	30.97'	110.00'	N71°58'44"E	30.87'
L18	117.00	N84°24'28"E				C18	120.62'	1040.00'	N87°14'04"E	120.83'

PROPERTY EXHIBIT FOR:	TAX PARCEL ID: 16042 000341	N/A	
CLAYTON PROPERTIES, INC.	AREA = 193,819 S.F. = 4.45 ACRES		
PREPARED FOR:	DESIGNER / ENGINEER:	DATE:	01/16/21
CLAYTON PROPERTIES, INC. (DBA- CHAFIN BUILDERS) 6230 BELLE WOOD COURT BUFORD, GA. 30510	DEVELOPMENT PLANNING AND ENGINEERING, INC. 6074 BRISTOL INDUSTRIAL WAY BUFORD, GEORGIA 30510 (770) 271-2888 L.S.F. # 000767	LAND LOT:	141B
		O.M.D.:	
		CITY:	
		COUNTY:	HALL
		DESIGN:	
		DRAWN:	CKH
CHECKED:	CCB	PROJECT NO.:	16-0760

SHEET 2 OF 2



Map Printed On 2022-08-03 15:14

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AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 416/2022

SUBJECT: Approval and authorization for the Chairman to execute an access easement between Hall County and Lancaster Community Association, Inc., subject to the review and approval by County Attorney. Commission District 1.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: BN
Recommendation:
Approve

Purpose of Request:
Approve the Access Easement between Hall County and Lancaster Community Association. Commission District 1 and authorize the Chairman to execute the easement subject to the review and approval of the County Attorney.

History:

Facts and Issues:
The access easement area is 1,018 s.f. and will provide access through parcel owned by Lancaster Communities (property tax ID 15042 000345). This is in conjunction with the Limited Warranty Deed between Hall County and Clayton Properties Group, Inc for property tax ID 15042 000341.

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
WS	BN	EW	WG
Attorney	Administration	Clerk	
WLI	LJ	JR	

Attachments:

Access Easement and Exhibit
Aerial

AFTER RECORDING, RETURN TO:

MAHAFFEY PICKENS TUCKER, LLP

1550 North Brown Road, Suite 125

Lawrenceville, Georgia 30043

File No. 2609-0072 (RLT/CWD)

STATE OF GEORGIA

COUNTY OF HALL

ACCESS EASEMENT

THIS ACCESS EASEMENT is made and entered into this 18 day of July, 2022 by and between **LANCASTER COMMUNITY ASSOCIATION, INC.**, a Georgia non-profit corporation ("**Grantor**") and **HALL COUNTY, GEORGIA** ("**Grantee**").

WHEREAS, Grantor is the owner of that certain tract or parcel real property located in Hall County, Georgia, being the same property bearing Hall County Parcel No. 15042 000345, and being as is more particularly described in that certain Quitclaim Deed dated October 14, 2019, and filed for record in Deed Book 8352, Page 1, Hall County, Georgia records, the legal description provided in said deed being incorporated herein by this reference for a more complete description (the "**Grantor Property**");

WHEREAS, Grantee is the owner of that certain tract or parcel of real property located in Hall County, Georgia, being the same property bearing Hall County Parcel No. 15042 000341, and being as is more particularly described in that certain Limited Warranty Deed dated June 23, 2022, and filed for record in Deed Book 9150, Page 393, Hall County, Georgia records, the legal description provided in said deed being incorporated herein by this reference for a more complete description (the "**Grantee Property**");

WHEREAS, Grantee desires to obtain from Grantor an easement over, on, across and through the Grantor Property to provide the Grantee Property pedestrian and vehicular access, ingress, and egress to and from the Grantee Property and the current public right-of-way of Spout Springs Road adjacent to the Grantee Property, and the future public right-of-way of Lancaster Crossing on and within the Grantee Property;

WHEREAS, Grantor desires to grant an easement in, to, over, and across the Grantor Property to Grantee, as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of Ten and no/100ths Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. Grant of Access Easement. Grantor hereby declares, grants and conveys to Grantee, its successors, assigns, and the successors-in-title to the Grantee Property, for the benefit of the Grantee Property, a permanent non-exclusive easement, right and privilege, for vehicular and pedestrian access, ingress and egress on, over, across and through that certain portion of the Grantor Property as more is particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Access Easement Area"), and being further depicted as the cross-hatched area labelled "Access Easement Area = 1,018 SF." as shown on Exhibit "B" attached hereto and incorporated herein by reference, for the purpose of providing Grantee and the Grantee Property with access to and from the Grantee Property and adjacent public right-of-ways over the Access Easement Area (the "Access Easement").

2. Term. This Agreement may be terminated only by written instrument signed by the parties and/or their respective successors and assigns, and recorded in the real property records in Hall County, Georgia.

3. Maintenance. Grantee shall maintain the Access Easement Area (or cause the Access Easement Area to be maintained) in good condition; provided, however, Grantor shall reimburse Grantee upon demand for any repairs or improvements where same were made necessary by any negligent act or omission of Grantor, any tenant, subtenant, or concessionaire, or their respective employees, agents, invitees, licensees, visitors, or contractors. Any claim for such reimbursement shall be a secured obligation, and a lien therefore shall attach to the Grantor Property.

4. Miscellaneous.

4.1 Covenants Run With The Land. The easements and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Grantor and Grantee, and their respective successors and assigns, and their agents, contractors, subcontractors, licensees, and invitees. The easements, benefits, and covenants contained herein shall run with and bind the Grantor Property and the Grantee Property respectively.

4.2 Governing Laws, Severability. This easement shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this easement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this easement, or the applicability of any such other provision, shall not be affected thereby, and each provision of this easement shall be valid and enforceable to the fullest extent permitted by law.

4.3 Successors and Assigns. Any reference to Grantor and Grantee shall be interpreted to include their respective successors and assigns.

[Remainder of page left intentionally blank]

[Signatures begin on following page]

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed and sealed as of the day and year first above written.


Signed, sealed and delivered
in the presence of:

Witness



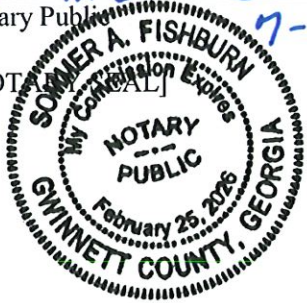
GRANTOR:

**LANCASTER COMMUNITY
ASSOCIATION, INC.**, a Georgia
non-profit corporation

By: 
Name: Brandon Webb
Title: President

Notary Public

[NOTARY SEAL]



[CORPORATE SEAL]

[Signatures continued on next page]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

GRANTEE:

HALL COUNTY, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

All that tract or parcel of land lying and being in Friendship GMD 1419, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the centerline intersection of Spout Springs Road (R/W varies) and Lancaster Crossing (50'R/W), THENCE South 61 degrees 45 minutes 02 seconds West for 151.87 feet to a point said point being THE TRUE POINT OF BEGINNING;

THENCE South 10 degrees 11 minutes 40 seconds West a distance of 21.62 feet to a point;

THENCE along a curve to the left for an arc length of 47.13 feet, having a radius of 1040.00 feet, being subtended by a chord bearing South 68 degrees 16 minutes 43 seconds West, for a distance of 47.12 feet to a point;

THENCE North 10 degrees 11 minutes 40 seconds East a distance of 29.72 feet to a point;

THENCE North 77 degrees 23 minutes 45 seconds East a distance of 43.39 feet to a point, said point being THE TRUE POINT OF BEGINNING.

The above described property contains an area of 1,018 square feet.



Hall County GIS

Map Printed On 2022-06-30 10:46

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AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 441/2022

SUBJECT: Approve the award of Task Order 2022-035 under RFP #41-006 Demand Services for Hall County Sewer System for Spout Springs Road Phase II Sewer and Force Main Relocation, Design, and Construction Oversight for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA. The estimated cost is \$148,000.00.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: SY

Recommendation:

Approve

Purpose of Request:

Approve the award of task order #2022-035 for the Design of Spout Springs Road Sewer & Force Main Relocation to Civil Engineering Consultants of Marietta, GA, in the amount of \$148,000.00.

History:

We have a demand service contract #41-006 for Engineering Demand Services for Hall County Sewer System with three (3) vendors in the pool: Tetra Tech, Civil Engineering Consultants and AECOM. We received 2 bids from both Tetra Tech and Civil Engineering Consultants Inc. and 1 no-bid from AECOM.

Facts and Issues:

The design services will be related to the relocation of the existing Forcemain in Spout Springs Road to a new alignment for Spout Springs Road Phase 2. Civil Engineering Consultants, Inc. will prepare specifications, plans and perform design computations to ensure the relocated force main design will be per Hall County standards as part of Spout Springs Road Phase 2 Design project.

Options:

Funding Requested

\$ 148,000.00

Are funds within current budget? Yes
Source of Funds SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2022-08-25

Approvals:

Buyer	Submit	Approve	Purchasing
DH	BN	BN	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	LJ
Clerk			
JR			

Attachments:

Financial Supplement
 Task Order Response - Tetra Tech
 Task Order Response - Civil Engineering Consultants
 Task Order 2022-035 Scope of Services



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 441/2022

Funds Requested: \$ 148,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
FY23	028 - SPLOST VIII	1813 - SP-VIII SPT SPRINGS PHII	5419 - DESIGN & ENGINEERING	\$148,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SY

Phone:

770-531-6799

Task Order

Date: 6/27/2022

Contract Number: 41-006

Task Order Number: # 2022-035

Contract Name: Engineering Demand Services for South Hall and North Hall Sewer System

Contractor: Tetra Tech

This Task Order is issued by Hall County, Georgia in accordance with the above-named Contract and as described in the accompanying of the task(s).

Task Order Description:

To include: Task Order # - 2022-035 Spout Springs Road Phase II Sewer and Force Main Relocation Design and Construction Oversight.

Hall County's Task Order Manager:

Name: Franklin P. Miller, P.E. County Engineer – 770-531-6800 office phone –
fmiller@hallcounty.org

Task Orders Not-To-Exceed Price: \$ 187,000

Note: No separate payment shall be made for plan reproduction, mileage, or any other overhead costs.

Task Order # 2022-035

To be returned by 7/12/2022

TETRA TECH:

Signature:

Print Name: Lauren Springer

Title: Vice President

Date: July 12, 2022

HALL COUNTY, GEORGIA:

Signature: _____

Print Name: _____

Title: _____

Date: _____



Scope of Work - Task Order # 2022-035

Proposal to Hall County for Task Order # 2022-035

Sewer System Engineering Services – Spout Springs Road Phase II
Sewer and Force Main Relocation Design and Construction Oversight.

Submitted to:

Hall County Department of Public Works and Utilities
2875 Browns Bridge Road
PO Drawer 1435
Gainesville GA 30503

Franklin P. Miller PE
Email: fmiller@hallcounty.org
Phone: (770) 531-6800

Submitted by Contractor:

Tetra Tech
1899 Powers Ferry Road
Atlanta, GA, 30339

Lauren Springer
Phone: (407) 579-5980
Email: lauren.springer@tetrattech.com



Spout Springs Road Phase II

Sewer and Force Main Relocation Design and Construction Oversight

Project Background:

Hall County needs to relocate its infrastructure along the GDOT Spout Springs Road ID number 0015280 titled Widening and Reconstruction Spout Springs Rd (CR 1287) between Thompson Mill Road and Union Circle (Phase II). The project consists of the relocation of approximately 6,400LF of existing 14-inch ductile iron Reunion Force Main which will be relocated and replaced with a 16-inch HDPE force main. Additionally, a proposed 4-inch HDPE temporary force main from the Sherwood Square development will be replaced with 8-inch gravity sewer.

Scope of Services:

Tetra Tech will provide project management, surveying, construction document preparation, permitting, bid assistance, and construction oversight to accomplish the goals and objectives of this project. Each of these service tasks are discussed below:

Task 01. Project Initiation/Project Management

Tetra Tech shall provide project administration and management activities such as staffing, budget management, schedule management, and coordination with Hall County. Project administration and management includes general internal project management based on the tasks in this Scope of Work.

At project initiation, Tetra Tech shall provide the following services:

- Prepare for and attend project kick-off meeting with all project stakeholders.
- Prepare a Project Management Plan including:
 - Team Organizational Chart
 - Staffing Plan
 - Contact List
 - Project Documentation Plan
 - Communication Plan
 - Safety Plan
 - Quality Assurance/Quality Control Plan
 - Change Management Plan
 - CADD Plan

- Project Schedule in Microsoft Project
- Perform Site Visit of Spout Springs Road Relocation
 - Record site photos
 - Review the existing conditions and layout of structures, piping and utilities.
 - Field verify GDOT or other record drawings provided are accurate representation of field conditions.
 - Identify areas requiring additional survey or other investigation.

For the duration of the project, Tetra Tech shall provide the following Project Management services:

- Prepare and submit monthly progress reports and invoices, including an updated project schedule, current status of the project tasks and project financials, and Decision Log.
- Schedule and attend monthly progress meetings with Hall County to review the status of the project.
- Provide meeting summaries for all progress meetings, design review meetings, and other meetings. Draft meeting summaries will be provided within two (2) weeks of each meeting.
- Prepare and maintain a Decision/Change Log identifying key decisions and any associated changes throughout the project. Any requested items outside of our scope of services will be communicated and coordinated with the Hall County PM and documented in the monthly progress report.
- Coordinate and document Quality Assurance and Quality Control (QA/QC) reviews for the project.

Deliverables to be submitted for Task 01 are outlined below.

Task 01 Deliverables Summary
Kick-off Meeting Agenda and Summary
Project Management Plan
Project Schedule
Decision/Change Log
Monthly Design Progress Meeting Summaries
Other Project Meeting Summaries
Monthly Project Status Reports, schedule updates, and invoices

The scope of work for Task 01 includes the following assumptions and/or limitations:

- All deliverables will be electronic. Electronic deliverables will be submitted in their native file format as well as portable document format (PDF).
- Kick-off Meeting to be held at Hall County offices with a separate site walk-through.

Task 02. Data Collection

Hall County will provide record drawings of existing utilities as well as GDOT plans and any other related project information. Tetra Tech will review the data and make recommendations on additional survey or Geotech investigations that should be completed for design.

Task 02.01 Data Accumulation and Evaluation

Tasks performed during Data Accumulation and Evaluation include:

- Review GDOT roadway relocation plans.
- Review existing GIS and As-Built data.
- Hall County Design standard and applicable regulatory requirements review.

Task 02.02 Geotechnical Evaluations

Hall County will procure the Geotechnical investigative work separately. Tetra Tech will provide recommendations for scope of investigation.

Tasks performed during Geotechnical Evaluations include:

- Review site for potential design issues that would require additional test pits or additional depth such as stream crossings or road/intersection crossings.
- Provide map of proposed test pit locations and depths.
- Provide recommended scope of geotechnical investigation.
- Review geotechnical report after completion.

Task 02.03 Topographic Survey

Hall County will provide GDOT drawings to be used as background for relocation plans. However, a survey will be required for any portions of the project that may be designed outside of the GDOT project boundaries. An allowance is estimated for this task. Rochester & Associates are our sub-consultant to provide survey and utility locates as needed.

Deliverables to be submitted for Task 02 are outlined below.

Task 02 Deliverables Summary

Topographic Survey

Geotech Investigations Recommendations

The scope of work for Task 02 includes the following assumptions and/or limitations:

- GDOT widening plans, associated topographic survey and utility locations will be provided. GDOT plans will be used as the background for the proposed relocation plans.

- Geotechnical services are expected to be needed to complete the scope of work. Those services are understood to be contracted by Hall County.
- SUE level A utility locates are not included.
- Easement plats or acquisition not included.

Task 03. Design

Design services are provided to produce quality construction documents including technical specifications and construction drawings for use by Hall County to bid the project for construction. Design deliverables will be broken into phased design submittals as outlined in the sub-tasks below.

Tetra Tech will provide internal Quality Assurance/Quality Control (QA/QC) of all documents submitted to Hall County for the project. QA/QC efforts will be customized for this project in accordance with Tetra Tech's Quality Management System (QMS), an internal set of practices and associated organizational structure established for planning and executing services. Specific requirements will be incorporated into the overall project management plan.

Task 03.01 30% Design

Preliminary design will incorporate data collected from task 02 and prepare the preliminary sewer and force main relocation alignment.

Tasks performed during 30% Design include:

- Coordination with the GDOT widening design consultant.
- Survey:
 - Survey data provided with GDOT widening plans.
 - After the site walk, additional survey needs were identified and will be conducted of the project site. Any new survey data will be incorporated into the 30% design.
 - The topographic survey will identify the horizontal location of all visible above-ground improvements within the survey limits.
- Geotechnical Investigative Information:
 - Hall County will procure the geotechnical consultant per recommendations in Task 02. Information provided will be incorporated into the 30% design.
- Design Criteria will be summarized in a Technical Memorandum.
- Conceptual plan view design drawings will be provided at the 30% design submittal using GDOT drawings primarily as the background. The scale of the drawings will be 1" = 20' horizontal.
- Engineer's Opinion of Probable Construction Cost (OPCC), AACE Class 3 estimate.
- Preliminary Design Review Meeting with Hall County to review the 30% design drawings. Prepare meeting agenda, meeting minutes and comment-response log.

Deliverables to be submitted for Task 03.01 are outlined below.

Task 03.01 Deliverables Summary

Preliminary Design Drawings

Preliminary Cost Estimate, Level 3

Preliminary Design Review Meeting Agenda, Summary and Initial Comment Response

Design Criteria Tech Memo

The scope of work for Task 03.01 includes the following assumptions and/or limitations:

- GDOT drawings will be used as the background for the proposed relocation plans and supplemented by additional survey work as needed. Geotechnical report will be procured and provided by Hall County.
- Drawing size is 22x34 inches (full size) and 11x17 inches (reduced size sets).
- All deliverables will be electronic. Drawings will be submitted as portable document format (PDF) only. All other electronic deliverables will be submitted in their native file format as well as PDF.
- Submittal of Preliminary Design Report (PDR) to EPD is not required or anticipated for this project
- Provide review comment spreadsheet in Excel for all stakeholder review comments including Engineer's response and action on each review comment.
- 30% Design Review Meeting to be held in person at the Hall County office. Prior to the Design Review, Tetra Tech will collect and consolidate Hall County comments and markups into one PDF. Design Review Meeting will present both the drawings PDF and review comment spreadsheet. The meeting will be facilitated using Adobe software. Adobe will be used to present the PDF, review comments/mark-ups, and document any additional comments generated at the meeting.

Task 03.02 60% and 90% Design Phase

The 60% and 90% designs will include preparation of the bid documents and construction drawings and specifications for the project which will be submitted to Hall County for review at the 60% and 90% completion levels. Design services to be provided by Tetra Tech for the 60% and 90% design include the following:

- Construction Drawings. Plan and profile drawings along sewer route at a scale of 1" = 20' horizontal. Including:
 - Relocated sewerage utility locations
 - Site grading
 - Erosion and sediment control
 - Design details
- Technical Specifications, in CSI format, prepared in Microsoft Word.
- Design Review Meetings with Hall County to review the 60% and 90% design drawings using Adobe. Prepare meeting agenda, meeting minutes and comment-response log.

Tasks 02.02 – 60% & 90% Design Deliverables Summary

60% Design Construction Drawings and Technical Specifications

90% Design Construction Drawings and Technical Specifications

60% & 90% Design Review Meeting Agenda, Summary and Initial Comment Response

The following assumptions and/or limitations apply to Task 03.02:

- Specifications will be prepared using the latest CSI Master Format version (currently 50 division). Tetra Tech will provide all technical specifications (Divisions 1 through 50 as applicable). Front end bidding documents will not be provided at 60% deliverable. Tetra Tech will strive to use Hall County standard technical specifications to the maximum extent practical.
- All deliverables will be electronic. Electronic deliverables, including drawings, will be submitted in their native file format as well as portable document format (PDF).

Task 03.03 100% Design Phase

At the conclusion of 90% design, Hall County’s comments and permitting comments will be incorporated into the 100% drawings and specifications and finalized for bidding the project. Design services to be provided by Tetra Tech will advance the following to 100% completion:

- Construction Drawings
- Technical Specifications
- Bid Documents, including bid form, Liquidated Damages Calculation, front-end information input form and supplemental general conditions.
- Opinion of Probable Construction Cost

Deliverables to be submitted for Task 03.03 are outlined in the table below.

Tasks 03.03 – Final Design Deliverables Summary

100% Issued for Bid Construction Documents (Design Construction Drawings, Bid Documents and Technical Specifications)

100% OPCC

The following assumptions and/or limitations apply to Task 03.03:

- Specifications will be prepared using the latest CSI Master Format version (currently 50 division). Tetra Tech will provide all technical specifications (Divisions 1 through 50 as applicable). Hall County shall provide all “front end” (Division 0) documents. Tetra Tech will provide project specific input to these documents as required. Tetra Tech will strive to use Hall County standard technical specifications to the maximum extent practical
- All deliverables will be electronic. Electronic deliverables, including drawings, will be submitted in their native file format as well as portable document format (PDF).

Task 04 Permitting Services

- Permitting applications and supporting documentation will be prepared for the following anticipated permits or regulatory review:
 - Georgia EPD
 - NPDES

Deliverables to be submitted for Task 04 are outlined below.

Task 04 – Deliverables Summary
Permitting Applications
Supporting Documentation for regulatory review

The scope of work for Task 04 includes the following assumptions and/or limitations:

- Hall County will pay for permitting fees.

Task 05 Bidding Assistance:

Tetra Tech will provide bid phase services consisting of the following activities:

- Assist Hall County with preparation of Advertisement for Bid.
- Submit hard-copy sets of “Issue for Bid” Documents in accordance with Hall County standards.
- Attend on-site Pre-Bid Conference, prepare agenda and assist Hall County in conducting the conference as needed.
- Distribute the bid documents to prospective bidders, suppliers and plan rooms and maintain a planholders list with periodic updates to Hall County purchasing.
- If necessary, coordinate with Hall County Purchasing Department, and prepare and issue addenda to interpret, clarify, and amend the Bid Documents.
- Answer technical questions from contractors during the bidding period via addenda.
- Assist Hall County in selection of the Contractor by contacting references for apparent low bidder and preparing bid tab, bid review summary and recommendation letter to Hall County. Hall County will review and tabulate the bids and assist in the selection of the Contractor.

Deliverables to be submitted for Task 05 are outlined below.

Task 05 – Deliverables Summary
“Issue for Bid” Drawings and Specifications
Pre-bid conference Agenda
Planholders List with updates
Addenda to Bidders during bidding period
Bid Review Summary and Recommendation Letter
Advertisement for Bid

The scope of work for Task 05 includes the following assumptions and/or limitations:

- Hall County will be responsible for advertising the project, managing the bidding process, and leading the pre-bid conference.
- Scope does not include assistance with bid protests and rebidding.
- Tetra Tech will prepare and issue addenda to answer Bidders' questions and issue clarifications during the bidding period.
- One (1) half-sized bound hard-copy sets of "Issue for Bid" Drawings, one (1) double-sided bound copy, and two (2) single-sided unbound hard-copy sets of "Issue for Bid" Specifications will be issued and delivered to Hall County for use during bidding.
- All other deliverables will be electronic. Electronic deliverables will be submitted in their native file format and as PDF delivered to Hall County via ftp or flash drive.
- Tetra Tech will attend the Pre-Bid Conference in person at the location designated by Hall County.

Task 06 Construction Phase Services

Tetra Tech will provide construction administrative services during the 24 month construction period of the project. Hall County will prepare a Notice of Award to the selected Contractor and prepare and issue a Notice to Proceed (NTP). Tetra Tech will provide additional administrative services during construction that will include the following items:

Task 06.01 Meetings

Tetra Tech will prepare for and attend the following meetings:

- 10 monthly progress meetings conducted by Hall County to review progress, discuss issues, review schedule and pay requests.
- Attend and assist in conducting a Pre-Construction conference; prepare meeting summary.

Task 06.02 Conformed Documents and Record Drawings

- Upon Contractor NTP, submit hard-copy set of signed and sealed Conformed "Issue for Construction" Documents for Hall County and selected contractor's use.
- Conformed documents will incorporate issued addenda.
- Tetra Tech will distribute the following conformed documents:
 - Five (5) sets to Hall County
 - Five (5) sets to contractor
 - Seven (7) sets to Tetra Tech
- Prepare record drawings based on the Contractor's redlined drawings. Record drawings and final 3D model will be submitted by Tetra Tech to Hall County in electronic native (AutoCAD and Civil 3D) and PDF formats.

Task 06.03 Submittals

- Review submittals and shop drawings; maintain submittal log.

Task 06.04 Requests for Information

- Review Requests for Information (RFIs); maintain RFI log.
- Communicate and coordinate with contractor and Hall County on RFI responses.

Task 06.05 Site Visits

- Conduct periodic site visits to review construction progress on a monthly basis during construction.
- Construction activities are assumed to be 24 months in duration so 24 monthly site visits are anticipated.
- Site inspections for Substantial and Final Completion.
- Provide contract close out assistance (punchlist support, identify, document, and alert Hall County to any defective work, etc.).

Task 06.06 Schedule, Pay Requests and Change Orders

- Monitor and review contractor's schedule and advise Hall County on progress
- Review Contractor Pay Applications and recommend payment
- Review Change Order Requests; maintain change order log.

Task 06 – Deliverables Summary

Conformed "Issue for Construction" Drawings and Specifications

Pre-Construction Conference Meeting Summary

Monthly construction progress meeting summaries and reviewed Contractor Pay Applications

Submittal Log

RFI Log

Substantial Completion Punchlist

Contract Close-out Documentation

Record Documents (Drawings and Specifications)

The scope of work for Task 06 includes the following assumptions and/or limitations:

- The construction services are based on up to 24 months of active construction out of the 24-month construction contract, and that the contractor is well qualified, experienced, and does not create an adversarial relationship between the parties that would require additional services of Tetra Tech.
- It is assumed that there will be 20 shop drawing submittals and 20 RFI's.
- Scope of work does not include additional or extended services during construction made necessary by (1) a significant amount of defective or neglected work by any Contractor, (2)

acceleration of the progress schedule involving service beyond normal working hours, (3) default by any Contractor, and (4) failure of the Contractor to complete the work within the construction contract time (unless caused by the errors or omissions of the Consultant).

- Daily Inspection services are assumed to be provided by Hall County.

Project Cost:

Tetra Tech estimated project cost is \$187,000 as a lump sum not-to-exceed price. The cost is summarized in the table below per task.

No.	Task	Total
1	Project Management/Initiation	\$ 18,427
2	Data Collection	\$ 16,675
3	Design	\$ 66,677
4	Permitting	\$ 10,918
5	Bidding Assistance	\$ 10,445
6	Construction Services	\$ 63,858
Total		\$187,000



HALL COUNTY
G E O R G I A

TASK ORDER #2022-035

**Spout Springs Road Phase II
Sewer and Force Main Design
Hall County, Georgia**

**Design and Construction
Phase Services Proposal**

Submitted to Hall County, Georgia
July 12, 2022, 3:30PM

Prepared By:

CEC

CIVIL ENGINEERING CONSULTANTS, INC.

Civil & Environmental Engineering



CEC
CIVIL ENGINEERING CONSULTANTS, INC.
Civil & Environmental Engineering

July 12, 2022

Mr. Frank Miller, P.E.
County Engineer
Hall County Department of Public Works and Utilities
2875 Browns Bridge Road, PO Drawer 1435
Gainesville, Georgia 30504

RE: Task Order Price Proposal Task Order 2022-0035 for Design of Spout Springs Road Sewer & Force Main Relocation

Dear Mr. Miller:

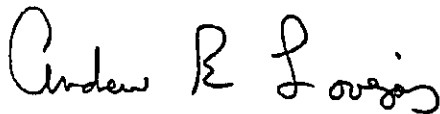
Thank you for the opportunity to submit our cost proposal for the above referenced project. CEC has worked continuously over the past 10 years on relocation projects in conjunction with GDOT. Currently, we have two ongoing widening projects totaling an estimated \$35 million for utilities.

We believe that our team possesses the technical talent, resources, experience, and partnering skills necessary to assist Hall County in achieving your goals and objectives for this project. It is important to note that our key personnel are duly licensed to practice engineering in the state of Georgia, thus we commit this team of experienced engineers and support staff to the success of this project. Members of our design team visited the project site to review existing conditions. We believe our team will provide Hall County with the timeliness and personal attention required to execute the relocation of the Sewer and Force Main along Spout Springs Road.

We thank you in advance for your thoughtful consideration. CEC is proud of our dedication to our clients, and of our record of accomplishments. We would be honored by the opportunity to work with you on this most important project.

Please feel free to contact me with any questions.

Very truly yours,



Andrew E. Lovejoy, P.E.
President

CC: Ms. Debra Howington

TEAM MEMBERS

Civil Engineering Consultants

- Andrew E. Lovejoy, P.E.**
Principal in Charge
- Chuck Butterfield, P.E.**
Project Manager
- Purk Yotakhong, P.E.**
Project Engineer
- Ryan Honican, RLS**
Surveyer

PROJECT OWNER

- Hall County, Georgia**
Department of Public Works
- Mr. Frank Miller, P.E.
County Engineer
2875 Browns Bridge Road
PO Drawer 1435
Gainesville, Georgia 30504

INTRODUCTION

The objective of this project is the preparation of plans and specifications with subsequent bidding and construction administration for the improvements to relocate the County's infrastructure along the GDOT Spout Springs Road ID number 0015280 titled Widening and Reconstruction Spout Springs Rd (CR 1287) Between Thompson Mill Road and Union Circle. The project consists of the relocation of approximately 6,400LF of existing 14-inch ductile iron Reunion Force Main which will be relocated and replaced with a 16-inch HDPE force main. Additionally, a proposed 4-inch HDPE temporary force main from the Sherwood Square development will be replaced with 8-inch gravity sewer.

CEC will use existing DOT plans as the background for the proposed relocation plans. Additional site survey will be performed as required to complete the plans for the utility relocation.

A 24-Month construction period is assumed.

SCOPE OF SERVICES

Our services are subdivided into the following tasks:

Basic Services	
Task Number	Task Name
1	Project Initiation
2	Data Collection
3	Detailed Design
4	Permitting
5	Bidding Assistance
6	Construction Phase Services

PROJECT ASSUMPTIONS

CEC takes no exception to the project assumptions in the RFP. Survey allowance of \$15,000 is included in CEC's not to exceed price.

BASIC SERVICES

Services to be performed by CEC are broken down into the following tasks:

TASK 1 - PROJECT INITIATION PHASE

Project Plan: Develop a project schedule. At a minimum, the schedule shall include each of the work elements identified in each task of this Scope of Services.

Quality Control Procedures: Prior to submitting documents to the Hall County for review, a quality control review will be conducted of each submittal.

A kick-off meeting will be held with Hall County. Following the kick-off meeting, our team will perform a site visit of the proposed road corridor.

Deliverables for Task 1 include:

- Kick-off meeting, agenda, and minutes
- Monthly progress reports
- Project Schedule

TASK 2 - DATA COLLECTION

Under this task, CEC will perform the following key tasks.

- Accumulate and review applicable DOT plans, data, criteria, codes, standards, regulations, and other design guidelines.
- Develop requirements for Geotechnical Evaluation.
- Coordinate with owner selected Geotechnical Firm on test pit locations.
- Identify locations for additional survey work to be performed. A topographic survey will be required for any areas of new work not within the proposed GDOT widening project boundaries.

Geotechnical work will be performed by others. CEC will perform survey work, as required to accommodate design requirements.

TASK 3 - DESIGN

Our design will include 30-60-90% phases culminating final contract documents. Our design tasks include the following:

- Prepare detailed drawings for the utility relocation. Drawings provided in 22"x34" and reduced size.
- Prepare technical specifications in CSI format.
- Conduct review meetings at 60% and 90% phase of design completion.
- Incorporate owner review comments.
- Prepare opinion of probable construction cost at 60 and 100% stages of design.
- Perform CEC's Quality Control Procedures throughout the project.
- Coordinate with GDOT and GA EPD as required.
- Issue meeting minutes.
- Create contract documents using Engineers Joint Contract Committee (EJCDC) standards.
- Contract documents prepared at 100% will be "Bid Ready"

TASK 4 - Permitting

CEC will assist in the preparation of permit application forms, if required, for the proposed utility relocation and discuss the submittal requirements with each permitting agency. It is further assumed that CEC will support the Hall County Project Manager in acquiring a land disturbing permit, if required, as well as GDOT GUPS permitting.

As required, CEC will support Hall County during meetings with regulators such as Georgia DOT. CEC will obtain construction plan approval from the Georgia EPD, if required, prior to bidding.

TASK 5 - BIDDING ASSISTANCE

CEC will work closely with Hall County purchasing department throughout this phase of the project. Services to be provided by CEC including:

- Assist with the preparation of the bid advertisement and upload to Georgia Procurement Registry
- Issue addenda and assist in answering questions.
- Attend a pre-bid meeting.
- Attend the bid opening.
- Prepare agenda for pre-bid meeting.

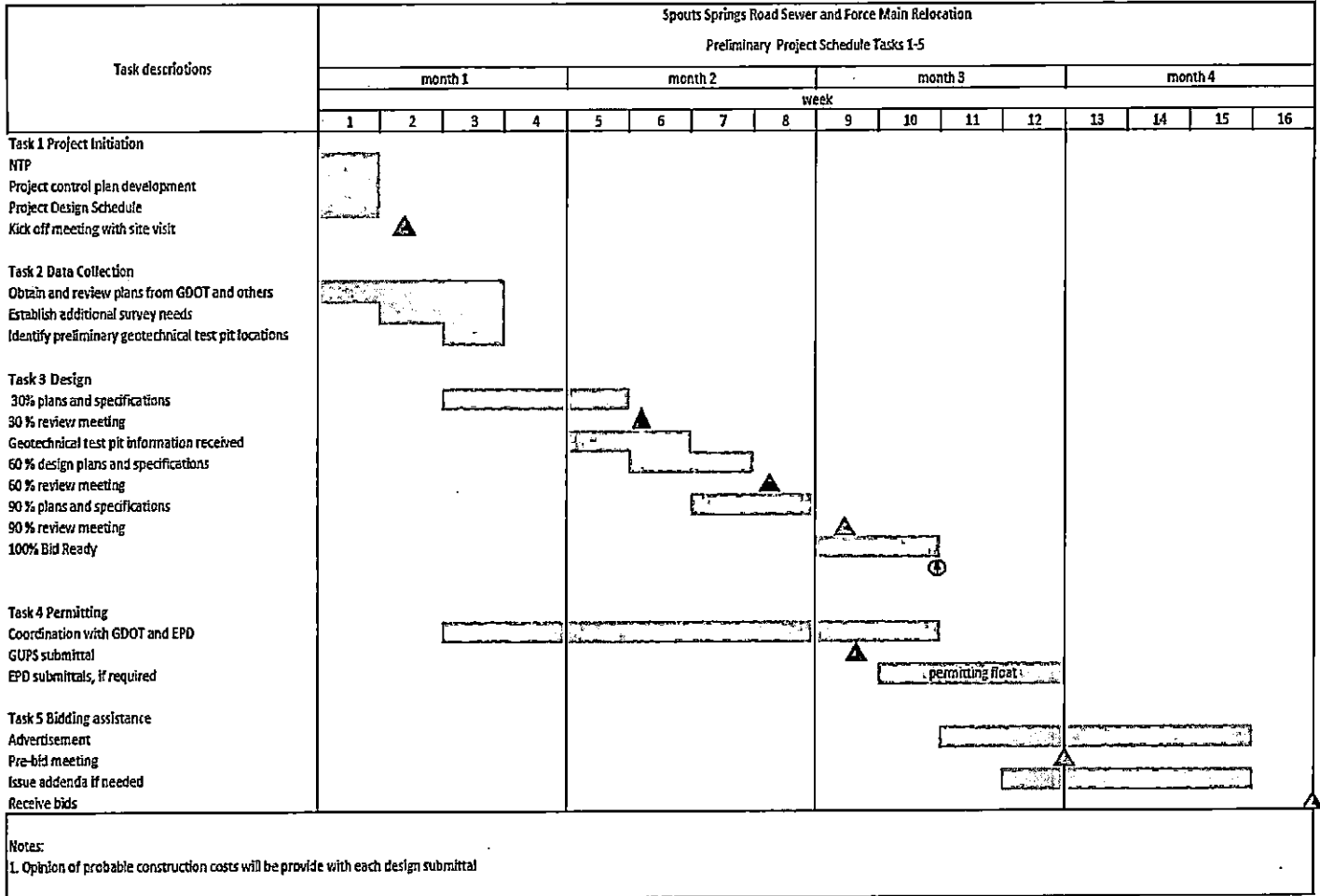
TASK 6 - CONSTRUCTION PHASE SERVICES

Once the construction contract has been executed by Hall County, CEC will proceed with the general construction services that include:

- Issue conformed documents.
- Attend pre-construction meeting and 10 progress meetings.
- Review, log, and track submittals.
- Respond to contractor requests for information (RFI's.)
- Conduct limited on-site inspection services.
- Conduct special inspections on an as needed basis.
- Review monthly pay requests and change order requests with recommendations.
- Provide construction record documents including:
 1. Drawings
 2. GIS Shop Files
 3. Approved Submittals
 4. Contract Documents & Technical Specifications
 5. Important Correspondence
 6. Executed Pay Request Documents
 7. Executed Change Orders

PROJECT SCHEDULE

Based upon the scope of work identified above, CEC has developed the attached project schedule for this project. Tasks 1-5 work is anticipated to be completed within 4 months of the notice to proceed.



Attachment A
SCOPE OF SERVICES
FOR THE DESIGN OF
SPOUT SPRINGS ROAD SEWER & FORCE MAIN RELOCATION
JUNE 28, 2022

INTRODUCTION

The primary objective of this project is the preparation of plans with subsequent bidding and construction oversight of the sewer and force main relocation.

SCOPE OF SERVICES

CONSULTANT proposes to provide professional services as detailed below. This scope is subdivided into the following tasks:

<u>Task Number</u>	<u>Task Name</u>
Basic Services	
1	Project Initiation
2	Data Collection
3	Design
4	Permitting
5	Bidding Assistance
6	Construction Services

PROJECT ASSUMPTIONS

Below is a summary of assumptions used in the preparation of the scope of work, corresponding budget, and schedule for CONSULTANT teaming services:

- GDOT drawings will be used as the background for the proposed relocation plans.
- Additional survey work performed as needed.
- Specifications shall be prepared, CSI format.
- Drawing size is 22 x 34 inches (full size) and 11 x 17 inches (reduced size sets).
- Owner will procure Geotechnical Investigative work separately. Consultant to provide recommendations on location and geotechnical scope. Geotechnical report will be provided to Consultant.
- Survey work allowance has been included.

- Specifications will be prepared in Microsoft Word.
- Owner pays all permit fees.

BASIC SERVICES

Services to be performed under our Basic Services are broken down into the following tasks:

TASK 1 – PROJECT INITIATION PHASE

A Kick-off meeting will be held with Owner. The CONSULTANT will develop a meeting agenda and attend the project Kick-off meeting to discuss the project objectives, services and responsibilities, identify deliverables, develop a point of contact, discuss quality control procedures and review the project schedule. The Consultant will also identify key staff members assigned to the project. Following the kick-off meeting, Project team will perform a site visit of the Spout Road Relocation.

- a. During the site visit, photographs will be taken to develop a photographic record to assist in the design phase.
- b. CONSULTANT will perform the site visit to review the existing facility including:
Condition and layout of existing structures, piping and utilities. Check the drawings and dimensions for conformance with actual conditions.
- c. Identify conditions requiring survey verification and/or other items requiring further investigation.

TASK 1 DELIVERABLES

- Project control plan and schedule
- Monthly status reports
- Kick off meeting agenda and meeting minutes

TASK 2 – DATA COLLECTION

During this phase of the project, the following tasks will be performed.

2.1 Data Accumulation and Evaluation

Accumulate and review applicable data, criteria, codes, standards, regulations, and other information pertinent to the described work. Such information shall include but not be limited to record drawings, existing utilities, and applicable Federal, state and local regulations and guidelines.

2.2 Geotechnical Evaluations

Owner will procure Geotechnical Investigative work separately. After the locations of proposed improvements are agreed upon, Consultant to provide recommendations on locations and scope for geotechnical evaluations and test pits. Geotechnical report will be provided to Consultant.

2.3 Topographic Survey

A topographic survey will be required for any areas of new work not within the proposed GDOT widening project boundaries.

TASK 2 DELIVERABLES

- Geotechnical Investigation Recommendations
- Site Survey

TASK 3: DESIGN

3.1 30% Contract Documents

The CONSULTANT will prepare a 30 % design submittal for the project. The submittal will include the following:

- Site Survey
- Geotechnical Investigation Information
- Design Criteria
- Preliminary layout
- An opinion of probable construction cost.
- Utility coordination with Widening Design Consultant.

3.2 60% and 90% Contract Documents

The CONSULTANT will develop intermediate construction drawings and specifications for review by Owner and include:

- Plans showing relocated sewerage utility locations, site grading, erosion and sediment control, and yard piping
- Specifications

Review meeting with the Owner at the 60 and 90 % design phase will be held to review the information and receive comments from the Owner.

3.3 Contract Documents

The team will update the Intermediate Contract drawings and specifications to a 100% complete level for review and comment by the Georgia EPD.

In addition, an updated construction estimate will be included. Comments received in the 90 % design meeting will be incorporated as appropriate. Contract Documents will be prepared for 100% complete, Bid ready.

TASK 3 DELIVERABLES

- Preliminary Layout
- Intermediate Drawings and Specifications
- Final Drawings and Specifications
- Construction cost estimates

TASK 4: PERMITTING

4.1 Permit Applications

CONSULTANT will assist in the completion of permit application forms required for the proposed improvements and discuss the submittal requirements with each permitting agency:

- Georgia EPD
- NPDES

TASK 5 – BIDDING ASSISTANCE

CONSULTANT will distribute Construction Documents to prospective contractors during the Bidding phase. Cost of plan reproduction shall be recovered by CONSULTANT from the sale of the plan sets. The CONSULTANT will maintain a record of plan holders to whom Bidding Documents have been issued.

- CONSULTANT will assist the Owner in the preparation of the Bid advertisement.
- Owner will place the advertisement in journals and newspapers of their choice.
- CONSULTANT will respond to questions, inquiries from the plan holders, and provide interpretations of the Construction Documents.
- CONSULTANT will prepare addenda during the Bidding period. The addenda shall modify or clarify the Construction Documents.
- CONSULTANT will attend one (1) pre-bid conference at the Owner's location. CONSULTANT will prepare the agenda for the pre-bid meeting.
- Consult with the Owner during the bidding process as to the acceptability of Contractors, and for other portions of Work needing the Owner input.

TASK 6 - CONSTRUCTION PHASE SERVICES

Once the construction contract has been executed by the Owner and the Georgia Department of Transportation, the CONSULTANT will proceed with the general construction services described below by specific tasks. The construction services are based on up to 24 months of active construction out of the 24-month construction contract, and that the contractor is well qualified, experienced, and does not create an adversarial relationship between the parties that would require additional services of CONSULTANT.

Task 6.1 - Meetings

CONSULTANT shall prepare for, attend, and conduct the preconstruction meeting with Owner, contractor, and other affected parties. CONSULTANT will prepare and distribute meeting notes.

CONSULTANT shall attend 10 monthly progress meetings conducted by the Owner, to review progress, issues, schedules, and pay request.

Task 6.2 - Conformed Documents

CONSULTANT will conform the technical specifications and construction drawings by incorporation and posting of addenda issued during the bidding period. CONSULTANT will print and distribute five (5) sets of conformed documents to Owner, five (5) sets to contractor, and six (6) sets to CONSULTANT's team.

Task 6.3 - Submittals

Log, track, and review shop drawings, detailed construction drawings, and materials submitted by Contractor for compliance with design requirements.

Task 6.4 - Requests for Information

CONSULTANT shall provide consultation and advice during construction including clarifications and requests for information (RFI) from contractor and Owner. Communication with contractor, Owner will be accomplished via the telephone and/or by e-mail as appropriate.

Task 6.5- Site Visits

Visit the project site by design discipline CONSULTANT team during the active construction period (24 months estimated) to observe the compliance with the Contract Documents and inform the contractor of observed deficiencies.

Task 6.6 - Schedule, Pay Requests and Change Orders

CONSULTANT shall review and monitor contractor's construction schedule and advise the Owner as to progress. CONSULTANT will also review contractor's monthly pay requests and recommend payment based on progress.

PROJECT SCHEDULE

The project team intends to complete Task 1-5 activities identified in this Scope of Services within 120 days from the Notice to Proceed. Construction task work will be dependent on the Contractors schedule.



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 438/2022

SUBJECT: Approve the Collection of a \$721,854.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Stephens Point Subdivision Phase I. Commission District 2.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: SY
Recommendation: Approval

Purpose of Request: Approve the Collection of a \$721,854.00 Guaranty Performance/Maintenance Agreement for Street, Stormwater Management Facilities, and Sidewalks in Stephens Point Subdivision PH 1. Commission District 2

History:

Facts and Issues:

Options:

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
WS	BN	EW	WG
Attorney		Administration	Clerk

Attorney	Administration	Clerk
WLI	LJ	JR

Attachments:

Agreement

Letters of Collection

Final Plat Information

CONTINUATION
CERTIFICATE

Fidelity and Deposit Company of Maryland

, Surety upon

a certain Bond No. 9327181

dated effective September 13, 2019
(MONTH-DAY-YEAR)

on behalf of Lennar Georgia, Inc.
(PRINCIPAL)

and in favor of Hall County Board of Commissioners
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on September 13, 2021
(MONTH-DAY-YEAR)

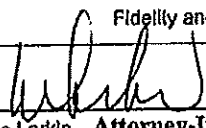
and ending on September 13, 2022
(MONTH-DAY-YEAR)

Amount of bond \$ 721,054.00

Description of bond Guaranty Performance/Maintenance Agreement
Stephens Pointe Phase 1

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on August 28, 2021
(MONTH-DAY-YEAR)

Fidelity and Deposit Company of Maryland
By 
Machelie Larkin, Attorney-in-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Mechelle Larkin, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of August, 2021.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

STATE OF GEORGIA,
COUNTY OF HALL

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Lennar Georgia, Inc. (owner/principal, hereinafter referred to as "Principal"), and Fidelity and Deposit Company of Maryland (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$ 721,854.00 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Lennar Georgia, Inc. (principal) is owner of the Subdivision known as Stephens Point Subdivision, which subdivision is shown on a plat prepared by _____, Georgia Registered Surveyor Number _____, and

WHEREAS, Lennar Georgia, Inc. (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Stephens Point Subdivision for recording purposes, and

WHEREAS, Lennar Georgia, Inc. (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Stephens Point Subdivision for public maintenance (not applicable to private developments);

Lennar Georgia, Inc. (principal) and Fidelity and Deposit Company of Maryland (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Lennar Georgia, Inc. (principal) agrees that all construction of the street system of Stephens Point

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Lennar Georgia, Inc. (principal), and
Fidelity and Deposit Company of Maryland (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Stephens Point Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

Fidelity and Deposit Company of Maryland (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

Lennar Georgia, Inc. (principal) and
Fidelity and Deposit Company of Maryland (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by

Fidelity and Deposit Company of Maryland (surety) from Hall County authorizing release of

Lennar Georgia, Inc. (principal) and
Fidelity and Deposit Company of Maryland (surety) from this Guaranty Agreement.

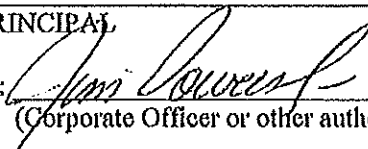
NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on September 13, 2019 (Date) and expires on September 13, 2021

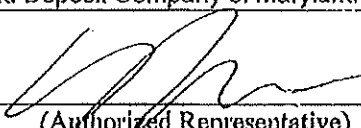
(Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this

13th day of September, 2019.

- Lennar Georgia, Inc., a Georgia corporation
PRINCIPAL
By: 
(Corporate Officer or other authorized representative)
Principal's Address:
1000 Holcomb Woods Parkway, Bld. 400, Suite 450
Roswell, GA 30076

- Fidelity and Deposit Company of Maryland
SURETY
By:  My Hua
(Authorized Representative) Attorney-in-Fact
Surety's Address:
1299 Zurich Way
Schaumburg, IL 60196

- Approved:
Hall County
By: _____
(Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On SEP 13 2019 before me, Kathy R. Mair, Notary Public
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared My Hua _____,
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Kathy R. Mair
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: My Hua

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney-in-Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Meehelle LARKIN, Kathy R. MAIR, and My HUA, all of Irvine, California, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of May, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 1st day of May, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EMAIL COMPLETED APPROVED APPLICATION WITH ATTACHMENTS TO SURETYBONDS@LENNAR.COM

LENNAR CONTACT

DIVISION: Atlanta - ATL REQUESTED BY: Sherry Lancaster/David Caragher
 ADDRESS: 1000 Holcomb Woods Pkwy, Bldg 400, Ste 450 CITY: Roswell STATE: GA ZIP: 30076
 DATE OF REQUEST: 9/11/2019 PHONE NUMBER: 770-670-2767 EXTENSION: _____

PRINCIPAL AND INTERNAL INFORMATION

COMMUNITY NAME: STEPHENS POINT MASTER COMMUNITY NAME: _____
 TRACT/ SECTION (SPECIFY): _____ PHASE / LOTS / UNITS (SPECIFY): _____
 JDE COMM. COST CENTER: 6088101, 6036 JDE DIVISION COST CENTER: 760000, 1998.BILLING
 DESCRIPTION OF IMPROVEMENTS: Maintenance
 PRINCIPAL NAME (LEGAL NAME OF ENTITY): Lennar Georgia, Inc.
 PRINCIPAL ADDRESS: 1000 Holcomb Woods Pkwy, Bldg 400/Ste 450 CITY: Roswell STATE: GA ZIP: 30076
 PRINCIPAL'S RELATIONSHIP TO LENNAR: JOINT VENTURE WHOLLY-OWNED SUBSIDIARY

COMPLETE THIS SECTION IF PRINCIPAL IS A JV

NAME OF ENTITY: _____ IS JV WHOLLY-OWNED BY LENNAR? _____
 DO WE OWN THE PROPERTY?: YES NO IF NOT, NAME OF OWNER: _____

LEGAL INFORMATION

OBLIGEE NAME : Hall County
 OBLIGEE ADDRESS: 2075 Browns Bridge Road CITY: Gainesville STATE: GA ZIP: 30504
 NUMBER OF ORIGINAL BOND FORMS REQUIRED BY OBLIGEE: 1 DATE NEEDED BY: 9/19/2019

BOND INFORMATION

CONTRACT VALUE: \$ 721,854.00 ESTIMATED PROJECT COMPLETION DATE: 9/30/2021

I. PERFORMANCE / SUBDIVISION BONDS:

BOND PURPOSE: Performance BOND TYPE: Subdivision Improvements BOND AMOUNT: _____
 BOND PURPOSE: Financial BOND TYPE: Payment (Materials & Labor) BOND AMOUNT: _____
 BOND PURPOSE: Performance BOND TYPE: Maintenance / Warranty BOND AMOUNT: \$721,854.00
 BOND PURPOSE: Performance BOND TYPE: Subdivision (Monument) BOND AMOUNT: _____

MAINTENANCE / WARRANTY BONDS ONLY:

BOND REQUIRED AT BEGINNING OF PROJECT: YES NO MAINTENANCE / WARRANTY TERM: 15 months
 EXISTING PERFORMANCE BOND NUMBER (IF APPLICABLE): _____

II. OTHER BONDS:

BOND PURPOSE: Performance BOND TYPE: PERF_Subdivision Improvements BOND AMOUNT: \$ 721,854.00

III. LANGUAGE EXCEPTIONS: (DP APPROVAL REQUIRED)

UNCAPPED LIABILITY; LEGAL FEES EXCEEDING BOND AMOUNT; ON DEMAND PAYMENT; OTHER

COMMENTS/SPECIAL INSTRUCTIONS: _____

APPROVALS

REFER TO THE CURRENT APPROVAL LIMITS MATRIX POSTED ON THE TREASURY PAGE ON THE LENNAR PORTAL

APPROVER 1 SIGNATURE:	PRINTED NAME:	TITLE:	DATE:
	Ekaterina Schwalle	VP, Finance	
APPROVER 2 SIGNATURE:	PRINTED NAME:	TITLE:	DATE:
	Casey Hill	Vice President/DP	
APPROVER 3 SIGNATURE:	PRINTED NAME:	TITLE:	DATE:
APPROVER 4 SIGNATURE:	PRINTED NAME:	TITLE:	DATE:

TO BE COMPLETED BY TREASURY

APPROVAL #1: _____ DATE: _____ APPROVAL #2: _____ DATE: _____

DATE RECEIVED: _____



Hall County Government
PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

June 15, 2022

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

FRANKLIN P. MILLER, P.E.

County Engineer

Lennar Georgia, Inc.
1000 Holcomb Woods Parkway,
Bld. 400, Suite 450
Roswell, GA 30076

RE: Bond # 9327181

To whom it may concern;

Our records pertaining to **Stephens Point Phase 1** indicate that sidewalks and topping have not been installed in this development and the bond associated with this development will expire on September 13, 2022. In order for the development to be in compliance with Hall County specifications it will be necessary to install sidewalks, topping, repair all items in need of maintenance or submit a new bond (or extend your current bond) in the amount of \$721,854.00 by August 5, 2022. A separate \$650 check will need to be submitted with your bond.

All bonding mechanisms will need to be a minimum of 12 months.

Thank you for working in Hall County.

Should you have any questions, please do not hesitate to contact me at (770) 531-6800.

Sincerely,

A handwritten signature in black ink, appearing to read "Tammie Croy".

Tammie Croy
Civil Engineer III

cc: Will Allison
File



Hall County Government
PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

June 15, 2022

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

FRANKLIN P. MILLER, P.E.

County Engineer

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

RE: Bond # 9327181

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Sincerely,

A handwritten signature in black ink, appearing to read "Tammie Croy".

Tammie Croy
Civil Engineer III

cc: Will Allison
File

Final Plat Information

Consider collection of \$721,854.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Stephens Point Subdivision Phase 1.

Subject Subdivision is located off of Stephens Road.

NAME OF SUBDIVISION: Stephens Point
NAME OF OWNER/DEVELOPER: Lennar Georgia, Inc.
ADDRESS: 1000 Holcomb Woods Parkway,
Bld. 400, Suite 450
Roswell, GA 30076

TYPE OF MAINTENANCE BOND: Guaranty Performance
DATE OF BOND: September 13, 2019
AMOUNT OF BOND: \$721,854.00

FINANCIAL INSTITUTION: Fidelity and Deposit Company of Maryland
AND ADDRESS: 1299 Zurich Way
Schaumburg, IL 60196

Account No.: 9327181

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	MILES	FEET	SURFACE	NO.
2	Mariners Way	50	0.108	20	P.M.	----
2	Watchmans Cove	50	0.587	20	P.M.	----
2	Golden Oak Cove	50	0.205	20	P.M.	----
2	Flying Scott Way	50	0.029	20	P.M.	----
2	Schooner Court	50	0.060	20	P.M.	----
2	Noble Oak Cove	50	0.086	20	P.M.	----
2	Grand Oak Bluff	50	0.086	20	P.M.	----

NOTES:

NUMBER OF LOTS: 174
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 58.497 AC



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 440/2022

SUBJECT: Approve the ratification of a multi-year lease agreement for tasers for the Sheriff's Office to Axon Enterprises, Inc. of Scottsdale, AZ, in the amount of \$281,133.99.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: CCI

Recommendation: Department recommends approval.

Purpose of Request:

To ratify the provision of one hundred seventy two (172) tasers for Sheriff's Office and for the Jail (86 each) under a five (5) year agreement.

History:

The first two (2) years of this agreement (FY2021 and FY22) were funded by the Sheriff's restricted funds. The subsequent annual payments will be budgeted and funded through the Sheriff's Operating funds.

Facts and Issues:

This ratified agreement is over a five (5) year period beginning in FY2021. The first year's payment totaled \$43,773.95 with annual payments beginning after that of \$59,340.01 for a total award of \$281,133.99.

Options:

Funding Requested	\$ 281,133.99
Are funds within current budget?	Yes
Source of Funds	Restricted and General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2022-08-25

Approvals:

Buyer	Submit	Approve	Purchasing
DH	SC	SC	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	LJ
Clerk			
JR			

Attachments:

Financial Supplement
Axon Signed Agreement



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 440/2022

Funds Requested: \$ 281,133.99

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Restricted and General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2022	024 - RESTRICTED PROGRAMS	215 - JAIL PHONE COMMISSIONS	4281 - OPERATING EQUIPMENT	\$43,773.95
2023	001 - GENERAL	141 - SHERIFF - JAIL	4910 - DEBT SERVICE PRINCIPAL	\$59,340.01
2024	001 - GENERAL	141 - SHERIFF - JAIL	4910 - DEBT SERVICE PRINCIPAL	\$59,340.01
2025	001 - GENERAL	141 - SHERIFF - JAIL	4910 - DEBT SERVICE PRINCIPAL	\$59,340.01
2026	001 - GENERAL	141 - SHERIFF - JAIL	4910 - DEBT SERVICE PRINCIPAL	\$59,340.01

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CCI

Phone: 1701



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-340690-44468.890JS

Issued: 09/29/2021

Quote Expiration: 11/15/2021

EST Contract Start Date: 12/01/2021

Account Number: 109414

Payment Terms: N30
 Delivery Method: Fedex - Ground

SHIP TO	BILL TO
2859 Browns Bridge Rd 2859 Browns Bridge Rd Gainesville, GA 30504-5635 USA	Hall County Sheriffs Office - GA PO Drawer 1435 Gainesville, GA 30503-1435 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Josh Sparks Phone: 6232381966 Email: jsparks@axon.com Fax:	Phone: (770) 531-6881 Email: swilbanks@hallcounty.org Fax: (770) 531-7150

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	AMOUNT DUE	
1	Nov, 2021	\$4,299.95	
1	Nov, 2021	\$39,474.00	
2	Feb, 2022	\$59,340.01	
3	Feb, 2023	\$59,340.01	
4	Feb, 2024	\$59,340.01	
5	Feb, 2025	\$59,340.01	

Quote Details

Bundle Summary		
Item	Description	QTY
T7Cert	2021 Taser 7 Certification Bundle	86

Bundle: 2021 Taser 7 Certification Bundle Quantity: 86 Start: 12/1/2021 End: 3/14/2026 Total: 241659.95 USD

Category	Item	Description	QTY
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	16
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	70
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	86
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	258
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	258
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	86
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	172
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	172
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	172
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Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	172
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	172
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	172
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	172
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	172
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	172
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	172
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	103
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	172
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	172
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	172
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	172
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1

Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	86
Other	80395	EXT WARRANTY, TASER 7 HANDLE	86
Other	80395	EXT WARRANTY, TASER 7 HANDLE	2
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	103
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

Hardware

Requested Ship Date	Item	Description	QTY
11/01/2021	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	16
11/01/2021	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1
11/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	172
11/01/2021	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2
11/01/2021	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2
11/01/2021	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2
11/01/2021	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50
11/01/2021	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50
11/01/2021	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	86
11/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	258
11/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	258
11/01/2021	80374	EXT WARRANTY, TASER 7 BATTERY PACK	103
11/01/2021	80395	EXT WARRANTY, TASER 7 HANDLE	2
11/01/2021	80395	EXT WARRANTY, TASER 7 HANDLE	86
11/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
11/01/2021	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
11/01/2021	74200	TASER 7 6-BAY DOCK AND CORE	1
11/01/2021	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	172
11/01/2021	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	172
11/01/2021	20018	TASER 7 BATTERY PACK, TACTICAL	103
11/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	172
11/01/2021	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	70
11/01/2021	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	2
11/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	172
11/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	172
11/01/2023	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	172
11/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	172

11/01/2023	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	172
11/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	172
11/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	172
11/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	172
11/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	172
11/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	172

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

This quote is co-termed with quote Q-309725 (executed contract #00055144). Year one has been pro-rated to 3.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 11/01/2021-11/15/2021.

Signature

Date Signed

Josh Conwell
Signature

10/28/2021
Date Signed

9/29/2021



AGENDA ITEM

Tax Assessors

REPORT TO: Work Session (08/22/22)

REPORT TO: Voting Meeting (08/25/22)

ITEM NO: 452/2022

SUBJECT: Approval and authorization for the Chairman to execute a resolution to appeal the State of Georgia Auditor's Office 2021 Hall County Sales Ratio Study, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the appeal, subject to review and approval by County Attorney.

Meetings:

Work Session Date: 08/22/22

Voting Meeting Date: 08/25/22

Executive Summary:

Presenter: SW

Recommendation:
Appeal the results of the DOAA Sales Ratio Study

Purpose of Request:
Approval and authorization for the Chairman to execute a resolution to appeal the State of Georgia Auditor's Office 2021 Hall County Sales Ratio Study, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the appeal, subject to review and approval by County Attorney.

History:

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Budget	Finance
JS	RW	EW	WG
Attorney	Administration		Clerk
JR	ZP		JR

Attachments:

- Resolution - Sales Study Appeal
- 2021 DOA Sales Ratio Appeal Letter
- DOAA Sales ratio Results
- DOAA Appeal Summary
- Statewide Map of DOAA Sales Ratio Results
- Statewide Map of Counties by Economic Growth
- Population Growth Map



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 452/2022

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SW

Phone: 770-531-6733

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION

WHEREAS, Hall County is in receipt of a 2021 Hall County Sales Ratio Study dated August 4, 2022 issued by the State Auditors Office; and

WHEREAS, the 2021 study provides that Hall County's public utility equalization ratio calculation is 37.48 percent, which is below the 38 percent required to be able to assess public utilities at 40 percent; and

WHEREAS, the Hall County Tax Assessor's Office has conducted an internal review and has determined that the data used for testing by the State Auditor's Office included over one hundred non-arm's length sales; and

WHEREAS, the Hall County Tax Assessor's Office has also determined that the time adjustment used by the State Auditor's Office does not accurately represent market conditions at the time of the study for Hall County;

NOW, THEREFORE, the Hall County Board of Commissioners hereby appeals the State Auditor's Office's 2021 Hall County Sales Ratio Study. This appeal questions the correctness of the 2021 Hall County Sales Ratio Study pursuant to Official Code of Georgia Annotated Chapter 48-5. Hall County is aggrieved and hereby refers the question of the correctness of the current equalized adjusted property tax digest of Hall County to the State Auditor.

The Hall County Board of Commissioners hereby authorizes the Chairman of the Hall County Board of Commissioners to execute a letter to the Georgia Department of Audits and Accounts appealing the results of the 2021 Hall County Sales Ratio Study. The Board further authorizes the Chairman to execute any and all additional documents necessary to effectuate this appeal.

SO RESOLVED this 25th day of August, 2022.

HALL COUNTY BOARD OF
COMMISSIONERS

Chairman, Richard Higgins

ATTEST:

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

Van Stephens, County Attorney



Hall County Government

BOARD OF COMMISSIONERS

August 25, 2022

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

CHAIRMAN
Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR
Jock A. Connell

ASSISTANT
COUNTY ADMINISTRATOR
Zachary T. Propes

COUNTY CLERK
Jennifer Rivera

Department of Audits and Accounts
Sales Ratio Division
Lee Thomas, Director
270 Washington Street, S.W.
Atlanta, GA 30334-8400

Mr. Thomas:

This letter is in regards to the 2021 Hall County Sales Ratio Study dated August 5, 2022 issued by the State Auditor's Office. The preliminary results of this 2021 study state that Hall County's Public Utility Equalization Ratio Calculation is 37.48%, which is below the 38% required to be able to assess Public Utilities at 40%. These results would result in Hall County computing the Public Utility Property Valuations at an assessed ratio value of less than 40%, and thus, reducing potential property tax revenue.

After an internal review by the Tax Assessor's office, it has been determined that the data used for the testing by the State Auditor's Office included over 100 non-arm's length sales. These sales included properties where new construction was partially complete, parcels with 299c treatment, lots with statutory absorption rates, SB 346 treatment and sales between related parties. Additionally it was determined that the time adjustment given by the State Auditor's Office does not accurately represent market conditions at the time of the study in Hall County.

Based on these findings, the Hall County Board of Commissioners and the Hall County School Board are formally requesting an appeal, under the basis of questioning the correctness of the Public Utility Equalization Ratio Calculation per the results of the 2021 Hall County Sales Ratio, dated August 4, 2022.

We appreciate the State Auditor's office willingness to consider this appeal and look forward to the results of the updated Ratio Study using accurate sales data and consideration for adjustment for time.

Respectfully yours,

Richard Higgins
Chairman, Hall County Board of Commissioners

CC: Nath Morris, Chairman - Hall County Board of Education
Jeremy Williams, Gainesville City Schools
Sam Couvillon, City of Gainesville
Ed Asbridge, City of Flowery Branch
Lamar Scroggs, City of Oakwood
Phillip Beard, City of Buford Schools



DEPARTMENT OF AUDITS AND ACCOUNTS

SALES RATIO DIVISION

2021 SALES RATIO STUDY

REVENUE STATISTICS REPORT

069-HALL COUNTY

2021 DIGEST - RATIO ANALYSIS

CLASS	#SAMPLES	LCI	UCI	MEDIAN	AGGREGATE	COD	PRD
RESIDENTIAL	1,482	36.20	36.84	36.55	35.45	12.40	101.65
AGRICULTURAL	23	34.57	39.93	38.59	36.74	15.77	104.20
COMMERCIAL	29	33.48	41.43	38.91	36.39	11.72	105.03
INDUSTRIAL	16	35.95	42.46	39.67	40.31	8.86	97.67

PROPERTY CLASS RATIO CALCULATION

CLASS	2021 ASSESSMENTS	RATIO	M/A	PROJECTED DIGEST	% OF DIGEST
RESIDENTIAL	6,631,820,075	36.55	M	18,143,191,954	62.04%
AGRICULTURAL	539,014,326	38.59	M	1,396,636,013	5.04%
COMMERCIAL	1,766,768,899	38.91	M	4,541,165,213	16.53%
INDUSTRIAL	1,573,668,292	39.67	M	3,966,717,549	14.72%
PUBLIC UTILITY	178,776,522	40.00		446,941,305	1.67%
QUALIFIED TIMBER	0	0.00		0	0.00%
TOTAL	10,690,048,114	37.52		28,494,652,034	100.00%



DEPARTMENT OF AUDITS AND ACCOUNTS

SALES RATIO DIVISION

2021 SALES RATIO STUDY

069-HALL COUNTY

PUBLIC UTILITY EQUALIZATION RATIO CALCULATION

CLASS	2021 ASSESSMENT	RATIO	M/A	PROJECTED DIGEST
RESIDENTIAL	6,607,362,922	36.55	M	18,076,282,597
AGRICULTURAL	539,014,326	38.59	M	1,396,636,013
COMMERCIAL	1,766,768,899	38.91	M	4,541,165,213
INDUSTRIAL	1,573,668,292	39.67	M	3,966,717,549
TOTAL	10,486,814,439	37.48		27,980,801,372

2021 PUBLIC UTILITY EQUALIZATION RATIO CALCULATION

Issue: Each year the Georgia Department of Audits & Accounts does a Sales Ratio Study to determine the correctness of each county's tax digest. The DOAA compares the county valuation to the price of the property sold. If there is too much variation or deficiencies between the sale price and the valuation there are consequences regarding Public Utility Valuations and potential penalties if the deficiencies are not corrected within 3-years.

The 2021 tax digest the study was just published August 4, 2022.

There were no noted deficiencies in the Hall County study. However, the overall average assessment was determined to be below 38%, 37.48%.

This means that Public Utilities cannot be assessed at 40% for 2022 thus causing a loss in revenue.

- To determine valuations for the 2021 tax digest counties are required to use sales that occur in the previous calendar year i.e. 2020.
- However, the DOAA uses sales in the first 6-months of 2021 to compare to valuations set on sales that occurred in 2020.
- Obvious lapses in time require the DOAA to make adjustments for time since the sales they are using have occurred as much as twelve months after the date of valuation for the 2021 tax year.

The DOAA study can be appealed and we will be recommending appealing the DOAA study on the following basis.

1. The data used for the testing by the State Auditor's Office included over 100 non-arm's length sales. These sales included properties where new construction was partially complete, parcels with 299c treatment, lots with statutory absorption rates, SB 346 treatment and sales between related parties.
2. We assert that the time adjustment given by the State Auditor's Office does not accurately represent market conditions at the time of the study in Hall County.

Overview of Statewide Department of Audits Sales Ratio Results – Goal is to be at or above 38%

- Of 159 counties 95/59.75% scored below 38%.
- Of 159 counties 55/34.59% scored below 36%.
- Of 159 counties 64/40.25% scored above 38%.

*** The issue of not allowing an adequate time adjustment is systemic – 60% of all Georgia counties fell below 38%.**

*** Multiple counties will be appealing their DOAA Sales Ratio Study results.**

To support our claim and obtain a sales ratio of 38% or better please see the following and attached information.

- **Statewide map showing pass/failure rate.**
 - You will see in this map that the passing counties are generally clustered into two areas of the state.
 - This looks to indicate that adjustments made by the DOA seem to benefit the smaller counties only.
- **Statewide map show counties ranked by Economic Growth.**
 - Trend of pass/failure coincides with the level of growth and housing demand being lower in these areas than other areas of the state.
- **Statewide map show counties ranked by Population Growth.**
 - This continues to indicate that adjustments made by the DOA seem to benefit the smaller counties only.
- **Spreadsheet that includes the counties along with the adjusted ratios of each.**
 - This chart includes the population of each county according to *worldpopulationreview.com* and the growth percentages since 2010.
 - This aligns with our assertion that the DOAA study has an unintended bias.

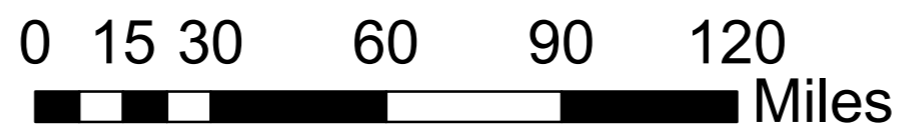
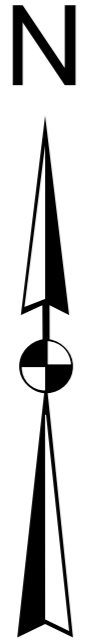
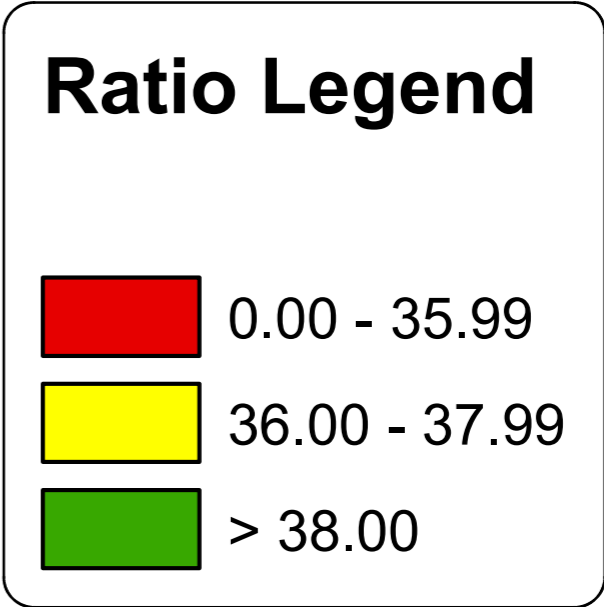
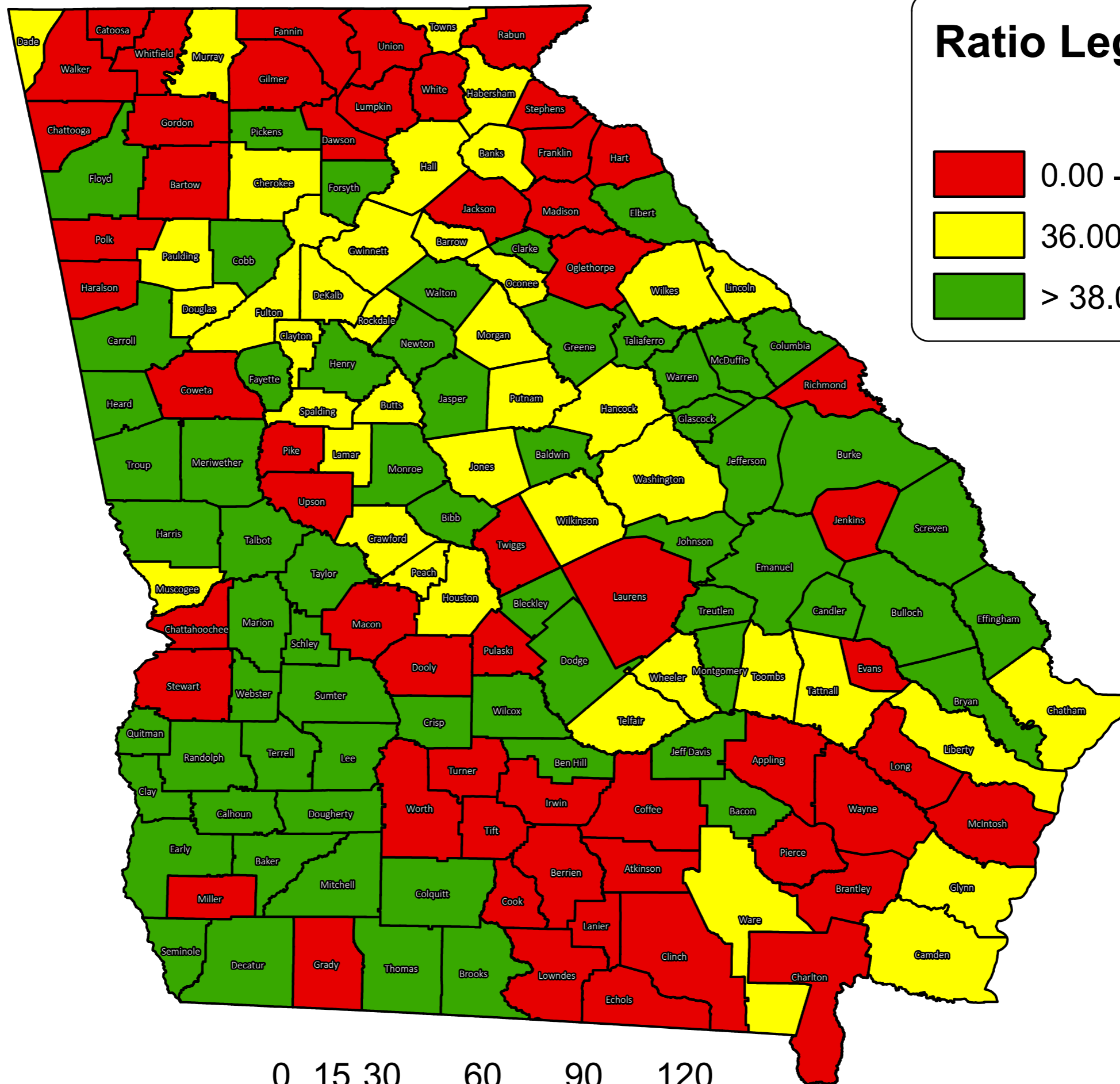
2021 PUBLIC UTILITY EQUALIZATION RATIO CALCULATION

REVENUE IMPACT ANALYSIS

COUNTY TAX DIFF	-\$111,018.84
COUNTY SCHOOL TAX DIFF	-\$160,393.27
GAINESVILLE TAX DIFF	-\$20,359.79
GAINESVILLE SCHOOL TAX DIFF	-\$34,499.16
FLOWERY BRANCH	-\$1,005.76
BUFORD	-\$1,202.15
OAKWOOD	-\$1,827.39

TOTAL **-\$330,306.36**

2021 State-Wide Equalized 100% Digest



2021 State-Wide Equalized 100% Digest

