

Mayor and Council

700 Doug Davis Drive  
Hapeville, GA 30354

October 18, 2016  
6:00PM

1. Call To Order
2. Roll Call
  - Mayor Alan Hallman
  - Alderman at Large Ruth Barr
  - Councilman at Large Michael Randman
  - Councilman Ward I Joshua Powell
  - Councilman Ward II Diane Dimmick
3. Welcome
4. Presentations
  - 4.I. Employee Recognition

**Background:**

As I have indicated to Council in the past, I have instituted a new effort to build City moral. Thus, we now have a "Caught You Doing Something Good" Award. From time to time, I will come forward and recognize efforts that go above and beyond in serving the citizens of our community.

It is my pleasure to recognize the following staff for their outstanding efforts:

Tiffany Ferrell, Community Service  
Allie O'Brien, Economic Development  
Delonte Rogers, Community Service  
Jeffrey Madrid, Community Service  
Bulmaro Alvarez, Community Service

- 4.II. Hazard Mitigation Plan

**Background:**

Over the last year, City staff has been working with Fulton County on the development of a comprehensive hazard mitigation plan. This plan is to be developed and updated every five years. The City has received word that our Hazard Mitigation Plan (HMP) has now been approved. The HMP must be adopted by Council Resolution to be in effect. Council passed this Resolution on October 4, 2016. Staff plans to follow-up on the HMP as needed and apply for any appropriate grants that may be available to address plan needs. The HMP is too large to attach to the agenda. However, we have prepared a brief Power Point presentation that provides a complete summary of the plan. Since we were unable (due to time) to make this presentation at the last Council meeting, we would like to make sure Council and the citizens are updated on our overall approach for emergency management. Finally, we are attaching a copy of the approval letter that contains the link to the detailed HMP in case you want to look at the document directly. Should you have any questions, please feel free to contact the City Manager's Office.

Documents:

[HMP PRESENTATION.PDF](#)

## 5. Public Hearing

### 5.I. Consideration And Action On A Conditional Use Permit For The Construction Of A 62'x160' Gravel Parking Area For A Commercial Parking Area At 1155 Virginia Avenue.

#### **Background:**

The City Planning Commission considered this issue and recommended denial by Council of the Conditional Use Permit. Staff supports their findings and recommendation. Please see the attached information for additional details.

Staff Comments  
Public Comments  
Mayor and Council Comments

Documents:

[PUBLIC HEARING ITEM - 1155 VIRGINIA AVENUE\\_REDACTED.PDF](#)

## 6. Public Comments On Agenda Items

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

## 7. Old Business

### 7.I. Consideration And Action On Ordinance 2016-25 Budget Amendment FY 15-16

#### **Background:**

The attached budget ordinance is a routine "clean-up" ordinance for last FY 2015/16. Overall, the budget finished approx. \$300K to the good. Detailed reports and information are being prepared at this time related to that. The proposed Ordinance for adoption is needed to comply with our audit, GASB and various State operating rules related to fiscal administration of the budget. Staff will be preparing a detailed explanation for the items outlined in the clean up budget amendment. That memorandum will be sent to you early next week. Should you have any questions, please direct them to the City Manager's Office.

Documents:

[ORDINANCE TO AMEND BUDGET - 2016.PDF](#)

### 7.II. Discussion Of TSPLOST

#### **Background:**

The T-SPLOST vote is only three short weeks away. In an effort to educate the public, Attached is information staff would like to share with the public on this important matter.

Documents:

[UPDATE ON TSPLOST.PDF](#)

### 7.III. Design Review Committee Appointment

#### **Background:**

The Design Review Board works with various development proposals that come before the staff. The DRC plays an important role in resolving potential problems and conflicts. We currently need 1 members to serve on this group. With development

activity increasing it is important for our overall process to ensure this group has adequate membership to convene as needed. Please consider following up soon to appoint citizens willing to serve that have the following type expertise.....construction, engineering, legal or architectural knowledge and experience.

For Additional Information contact the City Manager's Office

## 8. New Business

### 8.I. Discussion Of The Formation Of A Friends Of The Library Support Organization.

**Background:**

Alderman at Large Ruth Barr wanted this item added to the agenda for general discussion purposes.

### 8.II. Discussion Of Recommended By The Board Of Appeals For A Text Amendment Regarding Metal Roofing In The Architectural Design Standards.

**Background:**

The Board of Appeals is asking Council for guidance on specific provisions of the Ordinance prohibiting metal roofs. Metal roof technologies and construction techniques have changed and improved over the years. The basic policy question for City Council is "Does Council wish to keep the provision of the Ordinance prohibiting metal roofs? Or would Council like to change this requirement in some way?"

In closing, based on the Council's policy direction on this matter, City staff will work with the City Attorney to grant relief or continue forward with the denial and any implementation issues/questions. Please see the attached materials regarding this matter.

Documents:

[COUNCIL AGENDA ITEM - ARCHITECTURAL DESIGN STANDARDS, REQUEST FOR A TEXT AMENDMENT.PDF](#)

### 8.III. Consider And Action To Approve The 2007 Cost Of Living Adjustment (COLA) For Retirees As Part Of The Defined Benefit Pension Plan Administered By Mass Mutual, Estimated Cost Of \$68,000 For FY 16/17.

**Summary:**

The City's defined contribution pension plan is administered by Mass Mutual. Annually, the City Council must vote to retain a COLA provision provided for under the plan. The estimated cost of the COLA for the FY16/17 is approx. \$68,000. This amount has been anticipated and budgeted for in the City's contribution plans. Please see the attached e-mail traffic related to this issue.

Staff recommends approval of this already budgeted expense. Should you have any further questions, please contact the City Manager or Finance Director Jim Schuster.

Documents:

[FW\\_ RETIREE COLA.PDF](#)

#### 8.IV. Consideration And Action To Appoint LCI Committee Structure

##### **Background:**

As you know, the City has selected The Sizemore Group to conduct our LCI/Comp Plan study process. Our team met briefly to consider next steps. The LCI process works under a very broad Committee Structure and time is of the essence if we are to allow adequate time to conduct the study process under the ARC contract agreement.

The attached memo explains the recommendation of our Planning consultants. Staff recommends Council appoint the structure as outlined.

Should you have any questions, please feel free to contact the City Manager's Office.

Documents:

[HAPEVILLELCI\\_PROJECTTEAMS\\_MEMO.PDF](#)

[DRAFTHAPEVILLELCI\\_CRITICAL PATH SCHEDULE\\_10-7-16.PDF](#)

#### 8.V. Consideration And Action To Waive Noncompetitive Bid Negotiations For Planning Support Services Contract.

##### **Background:**

The City anticipates steady growth in development activity in 2017. In order to augment our capacity to process various administrative planning activities the City would like to add vendor capacity under an approved support contract. On September 7, 2016 the City interviewed the top Planning firms responding to the LCI/Comp Plan RFP. City staff has (with Council approval) "piggybacked" that process and sought competitive quotes from the three (3) top firms in the competitive LCI process.

Since the nature of the work required to meet the City's needs is based on demand services that varies in scope and frequency, staff is asking for a waiver of the sealed bid requirements (please see e-mail from City Attorney's Office). The City received written quotes for the type of planning expertise that we will need from two of the three firms in the LCI process. After reviewing and discussing the matter with the two firms; the City Manager recommends award be made (pending legal review) to B+C Studios as the most cost effective and practical option available at this time.

Should you have any additional questions please contact the City Manager's Office.

#### 8.VI. Consideration And Action To Award A Planning Support Contract To B+C Studios Subject To Legal Review And Authorize The Mayor To Sign All Contracts As Needed.

##### **Background:**

As you know, the planning tasks of the City are experiencing growth, however, that growth tends to vary and fluctuate. The City recently sent out an RFP and competed a Planning Study (LCI/Comp Plan) task for the City. City staff "piggybacked" that process and as you requested, we asked the three (3) highest ranked firms in the RFP process to provide quotes conducting daily/routine planning functions under contract to the City. Two of the three firms provided a written quote. Typical tasks to be performed would include, but not be limited to, reviews for sign permits, zoning certificates, alcohol license checks, business license, plans review and more. Tasks would be assigned as they flow through City staff on an as needed or on demand basis.

After discussions with the various firms, the attached proposal best fits the needs of the City and would be the most cost effective option at this time. Staff recommends award of this support contract subject to final legal Review and finalization of the

contract structure. The Mayor would be authorized to sign all documents and delegate daily project management responsibility to the City Manager. The contract support services would only be tasked as required by service demands.

Should you have any additional questions, please contact the City Manager's Office. .

Documents:

[ON DEMAND SERVICES HAPEVILLE 0929.PDF](#)  
[HAPEVILLE ON CALL PLANNIG.PDF](#)

- 8.VII. Consideration To Approve An Agreement Between The Georgia Department Of Transportation And The City Of Hapeville For The Construction Of The Dogwood Drive LCI Streetscape Project And Authorize Mayor Hallman To Sign All Necessary Documents Pending Legal Review.

**Background:**

The signing of this agreement is required by the Georgia Department of Transportation (GDOT) before construction can begin on the Dogwood Streetscape Project. Once GDOT receives this signed agreement, they will issue a Notice to Proceed. This project includes new sidewalks, curb & gutter, share the road bicycle lanes, pedestrian lighting, storm drain improvements, street furniture, bike racks, planters and landscaping. This project significantly improves gateways into the City and begins our efforts to build an arts overlay district and attract additional tourism. The federal award amount on this project is \$ 1,750,000 and the local share is approximately \$ 440,462.49. Match dollars will be contributed from HATT and are considered gateway improvements related to tourism enhancements. The estimated start of construction will be the beginning of December 2016. Please see the attached illustrations that represent what the project improvements should look like once constructed.

Documents:

[DOGWOOD DRIVE RENDERING 12.11.12.JPG](#)  
[0010329 CONSTRUCTION AGREEMENT.PDF](#)  
[0010329 COVER LETTER CONSTRUCTION AGREEMENT FOR EXECUTION TO COH.PDF](#)

- 8.VIII. Consideration To Approve Triscapes, Inc. In The Amount Of \$ 2,110, 462.49 For The Construction Of The Dogwood Drive LCI Streetscape Project And Approve Jack Burnside In The Amount Of \$ 19,000 For The Construction Phase Administration And Authorize Mayor Hallman To Sign All Necessary Documents Pending Legal Review.

**Background:**

The Georgia Department of Transportation has approved the bids for the Dogwood Drive LCI Streetscape Project. Triscapes Inc. was the low bidder at \$ 2,110,462.49. The total estimated construction cost including const. administration., oversight, and material testing services is \$ 2,190,462.49. The federal contribution on this project is \$ 1,750,000 and the remaining amount of \$ 440,462.49 is the local share. Jack Burnside's cost is 80% reimbursable. The Dogwood project consists of new sidewalks, curb & gutter, share the road bicycle lanes, pedestrian lighting, street furniture, storm drain improvements and landscaping. Such improvements will improve the curb appeal and gateway features of the City leading into the new arts district tourism attraction areas being established by the City.

Documents:

[DOGWOOD 3.PDF](#)

9. City Manager Report
10. Update By Department
  - Recreation
  - Economic Development
  - Planning & Zoning Consultant
  - Fire
  - City Clerk
  - Finance
  - Community Services
  - Police
  - Legal
  - Economic Development Consultant

11. Public Comments

At this time, the Mayor opens the floor to comments from the audience. Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Mayor and Council meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

12. Mayor And Council Comments

13. Executive Session (If Needed)

When Executive is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).

14. Adjourn

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.

The background features a large, faded logo of the City of Hapeville. The logo is a shield-shaped emblem with a central figure, possibly a person or a symbol, and the text "CITY OF HAPEVILLE" at the top and "EST. 1924" at the bottom. The logo is rendered in a light, semi-transparent color against the dark background.

# 2016 Hazard Mitigation Plan Proposal

Larry Richardson B.A.S., CCEMT-P, NREMT-P  
Emergency Management Coordinator/ Firefighter/ Paramedic



# The Five Trends



Trend 1- The overall number of people affected by disasters is rising.

Trend 2- Overall, disasters are becoming less deadly.

Trend 3- Overall , disaster are becoming more costly.

Trend 4- Poor communities are disproportionately affected by disaster consequences

Trend 5- The number of disasters are increasing each year.





# What is the HMP?



- ⊗ This Hazard Mitigation Plan is part of a proposed comprehensive all-hazards emergency management program for the City of Hapeville. The purpose of this plan is to provide our city officials with a tool to aid in risk reduction from natural, technological, and/or man-made disasters. This plan has been developed over the last year to help serve the people of this community by making our homes, businesses and industries as safe as possible. This plan incorporates strategies to mitigate the impacts of Natural, Technological and Intentional hazards in an effort to reduce vulnerability and provide a framework to fully return the City of Hapeville to its normal functioning status post disaster.



## How did we create this plan?

- A Risk assessment was done for the city as well as a Needs assessment to understand what we would need to mitigate a potential disaster.
- In conjunction with Atlanta Fulton County Emergency Management Agency this plan was designed over the course of 1 year.
- The plan went through several revisions before being submitted to GEMA and FEMA.
- This plan has successfully been approved by both GEMA and FEMA



# Do we have to have it?



## YES!

As of November 1, 2004, all communities must have an approved hazard mitigation plan in place to remain eligible for HMGP funding. HMGP grants can be used to fund projects that provide protection to both public as well as private properties. Projects that are eligible under the HMGP grant include (but are not limited to) acquiring and demolishing or relocating structures from hazard-prone areas; retrofitting structures to protect them from floods, high winds, earthquakes or other natural hazards and constructing residential and community shelters in tornado-prone areas.



# What does this do for us?



It allows the City of Hapeville to apply for the following grants through FEMA .

1. Safe Room Funding
2. Hazard Mitigation Grants
3. Pre-Disaster Mitigation Funds
4. Community Development Block Grant Funds



# Are these 100% Grants



NO!

- However, for HMGP funding FEMA can fund up to 75 percent of the eligible costs of each project. The state or local match does not have to be cash; in-kind services or materials may be used. Federal funding under the HMGP is based on 7.5 percent of the federal funds spent on the Public and Individual Assistance programs (minus administrative expenses) for each disaster. Eligible applicants must apply for the HMGP through the State Hazard Mitigation Officer



# Are these 100% grants (cont.)



For Pre-Disaster Mitigation Funds, FEMA funds up to 75 percent of the cost of the project or up to 90 percent for small, impoverished communities.

There is a **\$3 million** cap on the federal share of the cost per project



# Recommendations



1. Adopt this plan as the City of Hapeville's Hazard Mitigation Plan.
2. Implement a city wide Emergency Management Program.
3. Revise and further develop current Emergency Operations Plan.
4. Work with all city department heads to further construct comprehensive Emergency Management Plan, Post Disaster Recovery Plan as states in the 2016 Hazard Mitigation Plan.
5. Designate shelters within the city and have them inspected by Red Cross for disaster resilience and ability to accommodate citizens and pets.



## Recommendations (cont.)

1. Integrate Web based Emergency Operations Center for all departments to bolster communications with outside resources in time of a disaster.
2. Develop mutual aid partnerships with local business owners in accordance to the National Response Framework.
3. Re-start Community Emergency Response Team (CERT) program.
4. Hold public meetings with both internal and external stakeholders on future policy development to address the risks and needs of the community and to ensure the agreed risk are met with the appropriate mitigation action.
5. Encourage all elected officials to undergo NIMS 402 training.



# Questions?



David Bloodworth- Fire Chief  
404-669-2174  
Email: [dbloodworth@hapeville.org](mailto:dbloodworth@hapeville.org)

Larry Richardson- Emergency Management Coordinator  
404-669-2174  
Email: [lrichardson@hapeville.org](mailto:lrichardson@hapeville.org)



**MAYOR AND COUNCIL MEETING**

**Meeting Date:**

October 18, 2016

**Department:**

Planning & Zoning

**Attachments: Application, Staff Report**

1. Executive Summary
2. Conditional Use Permit Application
3. Planners Report
4. Legal Advertisement/Posting
5. Planning Commission Minutes

**Agenda Item:**

Mr. Roger Fisher is seeking approval of a Conditional Use Permit for the construction of a 62'x160' gravel parking area for a Commercial Parking area at 1155 Virginia Avenue. The property is zoned UV, Urban Village.

**Recommendation:**

The City of Hapeville's Planning Commission recommended DENIAL of the Conditional Use Permit on September 8, 2016.

**CITY OF HAPEVILLE  
COMMUNITY SERVICE DEPARTMENT  
PLANNING COMMISSION APPLICATION**

Name of Applicant roger fisher  
Mailing Address 54 Sawgrass manor dr newnan ga 30265  
Telephone 404 391 6538 Mobile 404 391 6538  
Email fish6319@bellsouth.net  
Property Owner (s) hapeville capital LLC  
Mailing Address 2253 grady ridge trail duluth, ga 30097  
Telephone 678 468 4254 Mobile N/A  
Address/Location of Property: 1155 virginia ave hapeville ga 30354  
Parcel I.D. # (INFORMATION MUST BE PROVIDED): 14-0177-LL1195  
Present Zoning Classification: UV-C  
Present Land Use: retail

Please check the following as it applies to this application:

Site Plan Review  Temporary Use Permit  
 Conditional Use Permit  
 Other (Please State) \_\_\_\_\_

I hereby make application to the City of Hapeville, Georgia for the above referenced property. I do hereby swear or affirm that the information provided here and above is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand that the City of Hapeville, Georgia, reserves the right to enforce any and all ordinances regardless of any action or approval on this application. I further understand that it is my/our responsibility to conform with all of City of Hapeville's Ordinances in full. I hereby acknowledge that all requirements of the City of Hapeville shall be adhered too. I can read and write the English language and/or this document has been read and explained to me and I have full and voluntarily completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville, Georgia pursuant to O.C.G.A. 16-10-20 and I may be prosecuted for a violation thereof.

[Redacted Signature]  
Applicant's signature

Date: 7/20/16

Sworn to and subscribed before me  
This 21 day of July, 2016

[Redacted Signature]  
Notary Public



CITY OF HAPEVILLE  
COMMUNITY SERVICE DEPARTMENT  
PLANNING COMMISSION APPLICATION

WRITTEN SUMMARY

In detail, provide a summary of the proposed project in the space provided below. (Please type or print legibly)

A 62' X 160' CRUSHER RUN PARKING AREA TO  
PROVIDE ADDITIONAL OVERFLOW PARKING AT PEAK  
BUSINESS HOURS. PROJECT WILL INCLUDE SAFETY  
BARRIER ALONG NORTH PROPERTY LINE OF PARKING  
AREA.

## Site Plan Checklist – Please include with your application.

A site plan is used to determine the practical ability to develop a particular property within the City of Hapeville. Information relating to environmental condition, zoning, development impact, consistency with the Hapeville Comprehensive Plan and relevant town master plans will be considered in the decision process. To be considered, a site plan **must** contain the following information:

- RAF ✓ A brief project report shall be provided to include an explanation of the character of the proposed development, verification of the applicant's ownership and/or contractual interest in the subject site, and the anticipated development schedule. Please complete and submit all forms contained within the application for site plan review.
- RAF ✓ Site plans shall be submitted indicating project name, applicant's name, adjoining streets, scale, North arrow and date drawn.
- RAF N/A The locations, size (sf) and height (ft) of all existing and proposed structures on the site. Height should be assessed from the base of the foundation at grade to the peak of the tallest roofline.
- RAF ✓ Site plans shall include the footprint/outline of existing structures on adjoining properties. For detached single-family residential infill development, the front yard setback shall be assessed based on the average setback of existing structures on adjoining lots. Where practical, new construction shall not deviate more than ten (10) feet from the average front yard setback of the primary residential structure on an adjoining lot. Exemption from this requirement due to unnecessary hardship or great practical difficulty can be approved at the discretion of the Planning Commission. To be considered for an exemption, the applicant must submit a "Request for Relief" in writing with their site plan application, including the conditions that necessitate relief (i.e. floodplain, wetland encroachment, excessive slope, unusual lot configuration, legally nonconforming lot size, unconventional sitting of adjoining structures, etc).

- RAF ✓ The location and general design cross-section characteristics of all driveways, curb cuts and sidewalks including connections to building entrances. A walkway from the primary entrance directly to the public sidewalk is required for all single-family residential development.
- RAF ✓ The locations, area and number of proposed parking spaces. Please refer to Article 22.1 Chart of Dimensional Requirements to determine the correct number of parking spaces for your particular type of development.
- RAF N/A Existing and proposed grades at an interval of five (5) feet or less.
- RAF N/A The location and general type of all existing trees over six (6) inch caliper and, in addition, an identification of those to be retained. Requirements for the tree protection plan are available in Code Section 93-2-14(f). Please refer to Sec. 93-2-14(y) to determine the required tree density for your lot(s).
- RAF N/A A Landscape Plan: The location and approximate size of all proposed plant material to be used in landscaping, by type such as hardwood deciduous trees, evergreen trees, flowering trees and shrub masses, and types of ground cover (grass, ivies, etc.). Planting in parking areas should be included, as required in Section 93-23-18.
- RAF ✓ The proposed general use and development of the site, including all recreational and open space areas, plazas and major landscape areas by function, and the general location and description of all proposed, outdoor furniture (seating, lighting, telephones, etc.). Detached single-family residential development may be exempt from this requirement.
- RAF ✓ The location of all retaining walls, fences (including privacy fences around patios, etc.) and earth berms. Detached single-family residential development may be exempt from this requirement.
- RAF ✓ The identification and location of all refuse collection facilities, including screening to be provided. Detached single-family residential development may be exempt from this requirement.

- ~~RAF~~ N/A Provisions for both on-site and offsite storm-water drainage and detention related to the proposed development.
- ~~RAF~~ N/A Location and size of all signs. Detached single-family residential development may be exempt from this requirement.
- ~~RAF~~ N/A Typical elevations of proposed building provided at a reasonable scale (1/8" = 1'0") and include the identification of proposed exterior building materials. Exterior elevations should show all sides of a proposed building.
- RAF ✓ Site area (square feet and acres).
- ~~RAF~~ N/A Allocation of site area by building coverage, parking, loading and driveways, and open space areas, including total open space, recreation areas, landscaped areas and others. Total dwelling units and floor area distributed generally by dwelling unit type (one-bedroom, two-bedroom, etc.) where applicable.
- ~~RAF~~ N/A Floor area in nonresidential use by category. Detached single-family residential development may be exempt from this requirement.
- RAF N/A Total floor area ratio and/or residential density distribution.
- RAF ✓ Number of parking spaces and area of paved surface for parking.
- RAF ✓ At the discretion of the Planning Commission, analyses by qualified technical personnel or consultants may be required as to the market and financial feasibility, traffic impact, environmental impact, storm water and erosion control, etc. of the proposed development.

Please ***initial*** each item on the list above certifying that all the required information has been included on the site plan. Sign and submit this form with your site plan application. Failure to include this form and information required herein may result in additional delays for the consideration of your application.

Applicant Signature: \_\_\_\_\_  
 Date: 7/19/16

### Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 127 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin found at the intersection of the northerly right-of-way of Virginia Avenue with the easterly right-of-way line of Norman Berry Drive and thence North 25 degrees 47 minutes 16 seconds West a distance of 37.77 to an iron pin on the easterly line of the 50' right-of-way of Norman Berry Drive; thence North 00 degrees 45 minutes 11 seconds East along said right-of-way line a distance of 316.81 feet to THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING, running thence North 00 degrees 45 minutes 11 seconds East along said easterly right-of-way of Norman Berry Drive a distance of 183.07 feet to a point; thence leaving said easterly right-of-way of Norman Berry Drive and following the right-of-way of the Virginia Avenue exit ramp from I-85 to following courses and distances: North 27 degrees 37 minutes 48 seconds East a distance of 58.32 feet to a point; thence along the arc of a 250' radius curve to the right an arc distance of 121.52 feet (said arc being subtended by a chord bearing North 75 degrees 05 minutes 40 seconds East and having a chord distance of 120.33') to a point; thence along the arc of an 85.20' radius curve to the right an arc distance of 135.64 feet (said arc being subtended by a chord bearing South 49 degrees 16 minutes 08 seconds East and having a chord distance of 121.76') to a point; thence South 00 degrees 13 minutes 16 seconds West a distance of 189.19 to an iron pin set; thence leaving said exit ramp and running North 89 degrees 14 minutes 49 seconds West along the center line of a 31' Joint Access Easement a distance of 237.56 feet to the POINT OF BEGINNING; being as more fully shown by ALTA/ACSM Survey for Diplomat Development Company, LLC, by Charles S. Crisp, GA RLS No. 2936, dated September 18, 2007 (the "Survey").

TOGETHER WITH the rights, easements, privileges and obligations appurtenant to the above-described land created and established under that certain Declaration of Reciprocal Easement by Diplomat PR Hotels, LLC, dated December 19, 2007, filed December 26, 2007, and recorded in Deed Book 46143, page 689, Records of Fulton County, Georgia.

Deed Book 55231 Pg 560  
Filed and Recorded Aug-03-2015 08:28am  
2015-0235122  
Real Estate Transfer Tax \$0.00  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

STATE OF GEORGIA  
COUNTY OF COBB

Upon recording, please return to:  
H. Dennis Panter, Esq.  
H. Dennis Panter & Associates, LLC  
1827 Powers Ferry Road  
Building 10, Suite 200  
Atlanta, GA 30339

**QUITCLAIM DEED**

THIS INDENTURE, Made as of the 1<sup>st</sup> day of May, in the year two thousand fifteen, between HAPEVILLE CAPITAL, LLC a Georgia limited liability company, as party of the first part, and FORT WAYNE CAPITAL, LLC a Georgia limited partnership, as party of the second part.

**WITNESSETH:**

That said party of the first part for and in consideration of the sum of ONE (\$1.00) DOLLAR AND OTHER VALUABLE CONSIDERATIONS, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit-claim to the said party of the second part, its successors and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
("Property")

With all the rights, members and appurtenances to the said described Property in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described Property unto the party of the second part, its successors and assigns, so that neither the said party of the first part nor its successors or assigns, nor any other person or persons claiming under it shall at any time, claim or demand any right, title or interest to the Property or appurtenances.

IN WITNESS WHEREOF, the said party of the first part has signed and sealed this Deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Redacted Signature]  
Witness

[Redacted Signature]  
Notary Public

HAPEVILLE CAPITAL, LLC  
A GEORGIA LIMITED LIABILITY COMPANY

BY: [Redacted Signature]  
Jay Patel

ITS: Manager

My commission expires:  
2/27/2016



Deed Book 55231 Pg 562  
Cathelene Robinson  
Clerk of Superior Court  
Fulton County, Georgia

**Exhibit "A"**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 127 of the 14th District of Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an iron pin found at the intersection of the northerly right-of-way of Virginia Avenue with the easterly right-of-way line of Norman Berry Drive and thence North 25 degrees 47 minutes 16 seconds West a distance of 37.77 to an iron pin on the easterly line of the 50' right-of-way of Norman Berry Drive; thence North 00 degrees 45 minutes 11 seconds East along said right-of-way line a distance of 316.81 feet to THE TRUE POINT OF BEGINNING; FROM SAID TRUE POINT OF BEGINNING, running thence North 00 degrees 45 minutes 11 seconds East along said easterly right-of-way of Norman Berry Drive a distance of 183.07 feet to a point; thence leaving said easterly right-of-way of Norman Berry Drive and following the right-of-way of the Virginia Avenue exit ramp from I-85 to following courses and distances: North 27 degrees 37 minutes 48 seconds East a distance of 58.32 feet to a point; thence along the arc of a 250' radius curve to the right an arc distance of 121.52 feet (said arc being subtended by a chord bearing North 75 degrees 05 minutes 40 seconds East and having a chord distance of 120.33') to a point; thence along the arc of an 85.20' radius curve to the right an arc distance of 135.64 feet (said arc being subtended by a chord bearing South 49 degrees 16 minutes 08 seconds East and having a chord distance of 121.76') to a point; thence South 00 degrees 13 minutes 16 seconds West a distance of 189.19 to an iron pin set; thence leaving said exit ramp and running North 89 degrees 14 minutes 49 seconds West along the center line of a 31' Joint Access Easement a distance of 237.56 feet to the POINT OF BEGINNING; being as more fully shown by ALTA/ACSM Survey for Diplomat Development Company, LLC, by Charles S. Crisp, GA RLS No. 2936, dated September 18, 2007 (the "Survey").

TOGETHER WITH the rights, easements, privileges and obligations appurtenant to the above-described land created and established under that certain Declaration of Reciprocal Easement by Diplomat PR Hotels, LLC, dated December 19, 2007, filed December 26, 2007, and recorded in Deed Book 46143, page 689, Records of Fulton County, Georgia.

JEFFERIES LOANCORP, LLC  
 A DELAWARE LIMITED LIABILITY COMPANY  
 HAYNEVILLE CAPITAL, LLC  
 FIRST AMERICAN TITLE INSURANCE COMPANY

APPLICANT: JEFFERIES LOANCORP, LLC  
 PROJECT: 1811 W. VIRGINIA AVENUE  
 LOCATION: RAYMOND HOSPITALITY & RESIDUAL SERVICES  
 COUNTY: RAYMOND COUNTY, GEORGIA



THIS PLAN WAS PREPARED FOR THE PURPOSES OF THE PROJECT AND IS NOT TO BE USED FOR ANY OTHER PURPOSES.

REVISED: 12-10-2013  
 REVISED: 06-06-2014  
 REVISED: 07-15-2014

THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. PLEASE CONSULT YOUR FINANCIAL ADVISOR FOR MORE INFORMATION.



THE USE OF THIS PLAN HAS BEEN INDICATED FOR DESIGN AND IS TO BE ACCURATE WITHIN THE LIMITS OF THE INFORMATION PROVIDED. THE FIELD DATA UPON WHICH THIS PLAN IS BASED WAS OBTAINED FROM THE PROJECT RECORDS AND THE FIELD SURVEY. THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE PROJECT SITE AND HAS ASSUMED THAT THE INFORMATION PROVIDED IS ACCURATE.

NOTES:

- 1. THERE IS A 10' BARRIER BEHIND THE MAIN ENTRANCE TO THE PROJECT. THE BARRIER IS TO BE MAINTAINED AS SHOWN ON THE PLAN.
- 2. THERE ARE NO EXISTING UTILITIES OR STRUCTURES TO BE REMOVED OR MODIFIED.
- 3. THERE ARE NO EXISTING EXPOSURES OF HAZARDOUS MATERIALS OR OTHER CONTAMINATION ON THE PROJECT SITE.

REVISIONS:

NO.	DATE	DESCRIPTION
1	12-10-2013	ISSUE FOR PERMIT
2	06-06-2014	REVISED PER COMMENTS
3	07-15-2014	REVISED PER COMMENTS

NO.	DESCRIPTION	TOP ELEV.	MARKER ELEV.
1	STATION 100+00	100.00	100.00
2	STATION 100+20	100.20	100.20
3	STATION 100+40	100.40	100.40
4	STATION 100+60	100.60	100.60
5	STATION 100+80	100.80	100.80
6	STATION 101+00	101.00	101.00
7	STATION 101+20	101.20	101.20
8	STATION 101+40	101.40	101.40
9	STATION 101+60	101.60	101.60
10	STATION 101+80	101.80	101.80
11	STATION 102+00	102.00	102.00
12	STATION 102+20	102.20	102.20
13	STATION 102+40	102.40	102.40
14	STATION 102+60	102.60	102.60
15	STATION 102+80	102.80	102.80
16	STATION 103+00	103.00	103.00
17	STATION 103+20	103.20	103.20
18	STATION 103+40	103.40	103.40
19	STATION 103+60	103.60	103.60
20	STATION 103+80	103.80	103.80

SET BACKS:  
 1. FRONT SET BACK  
 2. SIDE SET BACK  
 3. REAR SET BACK

*ADD BUMP*  
*1811 W. VIRGINIA*  
*78,800 SQ FT*  
*1811 W. VIRGINIA*  
*78,800 SQ FT*

NO.	DESCRIPTION
1	CONCRETE DRIVE
2	ASPHALT DRIVE
3	GRAVEL DRIVE
4	GRAVEL DRIVE
5	GRAVEL DRIVE
6	GRAVEL DRIVE
7	GRAVEL DRIVE
8	GRAVEL DRIVE
9	GRAVEL DRIVE
10	GRAVEL DRIVE
11	GRAVEL DRIVE
12	GRAVEL DRIVE
13	GRAVEL DRIVE
14	GRAVEL DRIVE
15	GRAVEL DRIVE
16	GRAVEL DRIVE
17	GRAVEL DRIVE
18	GRAVEL DRIVE
19	GRAVEL DRIVE
20	GRAVEL DRIVE

*CONCRETE-FILLED BOLLARDS (10' o.c. (TYP) W/ CONTINUOUS WIRE CONNECTION AT INTERLACE ADD*

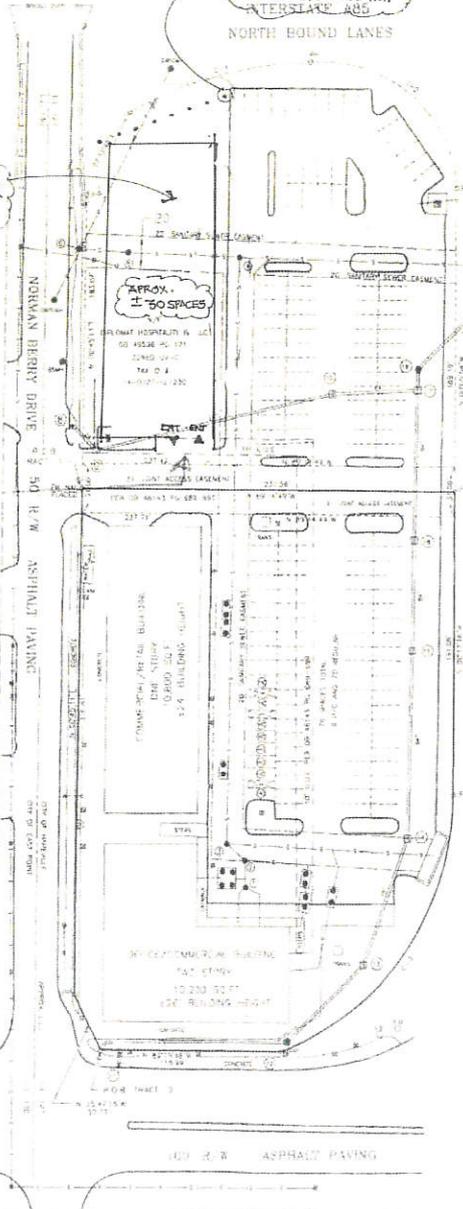
*60' x 160' CRUSHER RUN GRAVEL PARKING AREA W/ ROSEMARY INTER-LAYMENT*

*APPROX. 150 SPACES*

*CVAB CVT*

EXIT RAMP FROM INTERSTATE NO 85 TO VIRGINIA AVENUE

*Remove BUMP AND PLAN ON NORTH SIDE OF NEAR GUIDE WALK*



NO.	DESCRIPTION	AREA	PERCENT	PERCENT	PERCENT	PERCENT
1	CONCRETE DRIVE	1,200	1.5	1.5	1.5	1.5
2	ASPHALT DRIVE	1,200	1.5	1.5	1.5	1.5
3	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
4	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
5	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
6	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
7	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
8	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
9	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
10	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
11	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
12	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
13	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
14	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
15	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
16	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
17	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
18	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
19	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5
20	GRAVEL DRIVE	1,200	1.5	1.5	1.5	1.5



## Department of Planning & Zoning

### MEMORANDUM

**TO:** Brian Wismer, Planning Commission Chairman  
**FROM:** Bill Johnston, City Planner  
**SUBJECT:** Conditional Use Application to allow a Commercial Parking Lot behind 1155 Virginia Avenue on Norman Berry Drive – Addendum Report  
**DATE:** Thursday, 8 September 2016

#### Background

This application was tabled at the August meeting of Planning Commission. The applicant has now submitted a “Quit Claim Deed” conveying ownership interest in Tract 1, the northern tract and the site of a proposed “Yotel” hotel, to the owner of Tract 2, location of the Landmark Diner and other businesses. This results in the entire property being owned by a single entity.

The Findings, Conclusions and Recommendation from the August 4, 2016 report are generally unchanged unless noted otherwise and follow below:

#### Findings

This property, known as Hapeville Center, was originally developed as a single tract and assigned an address of 1155 Virginia Avenue. Subsequently, the property which is zoned U-V, Urban Village, was subdivided into Tract 1 and Tract 2 with the latter being developed in such hospitality uses as Landmark Diner, Michon’s and Smoothie King. Tract 1 contains paved parking that was installed prior to the subdivision and presumably used for overflow parking generated by uses at 1155 Virginia Avenue. The reason for the re-platting was a proposed “Yotel” hotel on Tract 1, the northern tract. The centerline of the driveway off Norman Berry forms the east-west common boundary.

The tracts are held in different ownerships with Tract 1 owned by Fort Wayne Capital LLC, Brian Knight, and Tract 2 owned by Hapeville Capital LLC, Jay R. Patel. While these entities share a common address, the Secretary of State’s Office lists those respective individuals as owning the LLC’s. Accordingly, the lot in question, Tract 1, is a separate lot of record. Any parking on this lot constitutes a free-standing parking lot. The parking lot cannot be considered as accessory to the Tract 2 uses, that is, the retail and hospitality uses.

The application for a conditional use permit to allow a commercial parking lot proposes a 62-foot by 160-foot gravel surfaced parking lot. (See ALTA Survey dated December 2, 2013) This would accommodate approximately 30 vehicles. The existing paved parking located on Tract 1 accommodates 78 vehicles for a total of roughly 108 spaces. The application describes the project as a “parking area to provide additional overflow parking at peak business hours.”

Brian Wismer, Planning Commission Chairman

**Conditional Use Application to allow a Commercial Parking Lot behind 1155 Virginia Avenue on Norman Berry Drive – Addendum Report**

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**Surrounding Context**

Surrounding uses are hotels, limited retail, office and service uses. No “free standing” commercial parking lots are operated in the vicinity.

**Adopted Plans Guidance**

The Future Development Map designates the property as “Commercial,” along with nearby properties in this commercial node. The proposed use is compatible with that designation. Guidance in the Hapeville Comprehensive Plan 2005-2025, other than the Future Land Use designation of “Commercial” as well, is not small bore enough to encompass a relatively minor parking lot. The property is not located within the 2005 LCI Study boundary.

**Ordinance Guidance as to the U-V Zone**

According to Sec. 93-11.2-1 *Intent* of the Ordinance, the U-V, Urban Village Zone was established to accomplish the following objectives:

- (1) Accommodate a mixed-use, urban fabric that preserves neighborhood scale;
- (2) Accommodate residents in the district with pedestrian access to services and employment
- (3) Promote neighborhoods established near shopping and employment centers;
- (4) Encourage pedestrian and neighborhood uses in the commercial area;
- (5) Discourage land uses that are automobile or transportation related;
- (6) Exclude industrial uses such as manufacturing, processing and warehousing;
- (7) Promote retail and related commercial uses such as business offices, florists, card shops, antique shops, new apparel shops and banks; and
- (8) Encourage intensified mixed-use with commercial uses on the ground floor and dwellings above.”

The proposed parking lot conflicts with objectives (4) and (5) and does not advance the others with the exception of objective (7).

**Ordinance Provisions as to Parking**

Sec. 93-23-5. *Surfacing and maintenance*, subsection (a) provides the following parking standard:

Brian Wismer, Planning Commission Chairman

**Conditional Use Application to allow a Commercial Parking Lot behind 1155 Virginia Avenue on Norman Berry Drive – Addendum Report**

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*“Nonresidential. All driveways, off-street parking and loading facilities required, pursuant to the provisions of this chapter, shall be hard surfaced pavement, drained, lighted and maintained by the owner in accordance with specifications of the city. Parking areas that are in excess of the parking requirements of this chapter may consist of pervious materials provided the total number of parking spaces does not exceed 110 percent of the requirement.”*

Accordingly, the proposed gravel surface does not comply with the Ordinance hard surfaced pavement standard. In addition, the referenced pervious materials do not apply to the proposed parking lot as no parking demand is generated on the property. Therefore, there can be no “parking areas that are in excess of the parking requirements.” NOTE: The proposed parking on the entire lot can be considered as a combination of parking accessory to the established businesses AND parking available to the public.

The applicant is seeking approval of a conditional use to allow the existing paved parking and the proposed gravel parking to be used to provide additional overflow parking, presumably generated by establishments on Tract 1, Hapeville Center, at peak business hours. That process is described below; NOTE: While the applicant is not proposing “public parking,” unless Mayor and Council were to override the provision of Sec. 93-23-5 concerning the limitation of 110 percent, the parking would have to be considered a parking lot.

Sec. 93-11.2-5. *Conditional uses* of the U-V Zone permits parking lots as a conditional use:

Specific uses may be permitted as conditional uses, provided conformance to the purpose and intent of the applicable code. Such uses are:

(6) Parking lots (except for municipal parking lots benefiting the U-V zone)

**Conditional Use Procedures Mirror the Rezoning Process**

Conditional uses are subject to procedures identical to those for consideration of a property rezoning as provided below:

Sec. 93-3.2-1. *Permit required*

*“Zoning districts established herein permit certain uses which are allowable therein provided they meet specified conditions, as set forth therein and here. No such use shall be permitted until a conditional use permit has been issued authorizing such use. The procedures for granting such permits shall be the same as for amendments to the zoning ordinance or zoning map.”*

The process for reviewing conditional use applications is established in Sec. 93-3.2-2. *Review of applications:*

Brian Wismer, Planning Commission Chairman

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*“Those conditions specified in the zoning district regulations shall be considered to be the minimum standards which must be met before the conditional use application may be considered by the planning commission for review and recommendation and the mayor and council for decision. In deciding whether or not a conditional use meets the minimum standards and promotes the health, safety, morals, or general welfare of the city, the mayor and council shall utilize the applicable standards of review of section 93-25-6.”*

Sec. 93-3.2-3. *Issuance of permit* also sets forth the process for Mayor and Council review of conditional use applications:

*“If the mayor and council, after applying the evidence to the standards of review, have been convinced that the allowance of the conditional use will promote the health, safety, morals or general welfare of the city, a conditional use permit may be granted, subject to those provisions that may be imposed by the mayor and council.”*

This means that conditions of approval may be recommended by Planning Commission and assigned to the granting of the conditional use by Mayor and Council.

### **Conclusions**

Sec. 93-25-6. *Standards of review* establishes the following criteria for evaluating the appropriateness of a property rezoning and a conditional use:

*“In ruling on any matter herein in which the exercise of discretion is required, or in ruling upon any application for zoning map amendment, the administrative official or legislative body shall act in the best interest of the health, safety, morals, and general welfare of the city. In doing so, they will consider one or more of the following factors as they may be relevant to the application:”*

The relevant criteria and analysis of the impact of the proposed conditional use on these criteria are reprinted below:

*The existing land use pattern.*

Properties near the I-85 interchange, including the 1155 Virginia Avenue property, comprise a hospitality node. The property is removed from neighborhoods and is situated in a relatively, intensely developed commercial district. The proposed parking lot is consistent with the existing land use pattern established by nearby commercial uses, all of which contain surface parking.

*The population density pattern and possible increase or overtaxing of the load on public facilities including, but not limited to, schools, utilities, and streets*

Brian Wismer, Planning Commission Chairman

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The proposed parking lot will add approximately 30 vehicles to the area. However, as the property ownership is now established and the parking lot configured, some 108 spaces will be added. As five hotels are found in the immediate vicinity, including the massive Hilton, the impact on four-lane Virginia Avenue will be minimal. A report by Hapeville PD that focused on the traffic that would have been generated by the then proposed “Yotel” concluded that traffic impacts, including the intersection of Norman Berry Boulevard and Virginia Avenue, would not overtax local streets. Finally, 78 of the 108 spaces are presumably now being used. NOTE: The Quit Claim Deed has caused a reversion of the property back to a single lot. Accordingly, only 30 spaces would be “new” spaces.

*The possible impact on the environment, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity*

Considerable attention has recently been focused on permeable pavements and stormwater runoff. The proposed gravel will minimize stormwater runoff and properly maintained over what is expected to be an interim period, will not add to sedimentation of the city’s surface water drainage system. NOTE: More recent guidance from GAEPD indicates that “gravel” becomes “impervious.” The impact on stormwater would then be that of pavement and the City Engineer would enforce development standards in reviewing civil plans.

*Whether the proposed zoning map amendment will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations*

Appropriate screening, in compliance with Sec. 93-23-18. *Landscape requirements for vehicular use areas*, can mitigate any adverse impact on surrounding uses. Given that screening, the proposed conditional use will not be a deterrent to the value or development of adjacent property.

*Whether there are substantial reasons why the property cannot be used in accordance with existing regulations*

A wide range of office, institutional, retail, service and other commercial uses is available to the property owner. Many adjacent and nearby properties have been developed in such uses.

*The aesthetic effect of existing and future use of the property as it relates to the surrounding area*

In response to an application for a conditional use on nearby property that could have introduced approximately 800 vehicles, the following observation was made: “*Commercial parking lots play a very diminished role in community building and in promoting the hospitality and office environment represented by the uses on Tract 1, by Delta operations, Delta Credit Union, and hotels and services establishments in the immediate vicinity. The latter uses are complementary in forming a commercial node that caters to residents, office workers, airport employees and air travelers. The parking lot proposal would not fulfill such a role and could have a deleterious effect on future use of the property and the surrounding area.*” The proposed parking lot differs in two respects, the use being proposed here is expected to be temporary and would be limited to approximately 108 parking spaces, 78 of which have been on the ground and used for a number of years without apparent incident.

Brian Wismer, Planning Commission Chairman

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*The consideration of the preservation of the integrity of residential neighborhoods shall be considered to carry great weight*

The location is far removed from the nearest neighborhood, the Virginia Park neighborhood. Vehicles accessing the proposed parking are expected to represent traffic already drawn to this commercial node. The proposed conditional use is not expected to adversely impact Hapeville's neighborhoods.

**Recommendation**

Based on the above findings and conclusions, a recommendation of approval of the proposed parking lot as a conditional use is appropriate, subject to the following conditions. The existing paved parking is apparently already used for parking. Accordingly, no new demand is associated with that 78-space parking lot. The addition of some 30 spaces yields a scale that will not significantly increase vehicle traffic. In fact, the addition of parking may enhance traffic flow as motorists will have a new avenue for parking that will allow them to park and walk to nearby venues.

1. The parking lot shall comply with all pavement standards of the Ordinance, including Sec. 93-23-5. *Surfacing and maintenance*, subsection (a) which requires hard surfaced pavement and shall be drained, lighted and maintained by the owner in accordance with the specifications of the City. The use of gravel as a finish top course shall not be permitted.
2. Landscaping in compliance with Sec. 93-23-18. *Landscape requirements for vehicular use areas* shall be installed along the frontage of Norman Berry Drive adjacent to the parking lot to screen vehicles. The original site plan that placed the buildings on the adjoining lot, Tract 2, with parking to the rear served to eliminate the view of the parking lot from the right-of-way. Such landscaping will reduce glare and the visual impact of the proposed parking lot.
3. The conditional use shall expire within 18 months of issuance of a Certificate of Occupancy.
4. No shuttle operation shall be associated with the parking lot.
5. Use of the lot shall be limited to the hours during which alcohol may be served in the city of Hapeville.
6. The provision of Sec. 93-23-5. *Surfacing and maintenance* which states "Parking areas that are in excess of the parking requirements of this chapter may consist of pervious materials provided the total number of parking spaces does not exceed 110 percent of the requirement" is being overridden as the parking on the property would exceed that 110 percent limit as accessory parking. The spaces that are not accessory to the buildings on the premises would be considered in approval of a "parking lot" in which spaces are presumably available to the public. NOTE: This is a new condition.

Brian Wismer, Planning Commission Chairman

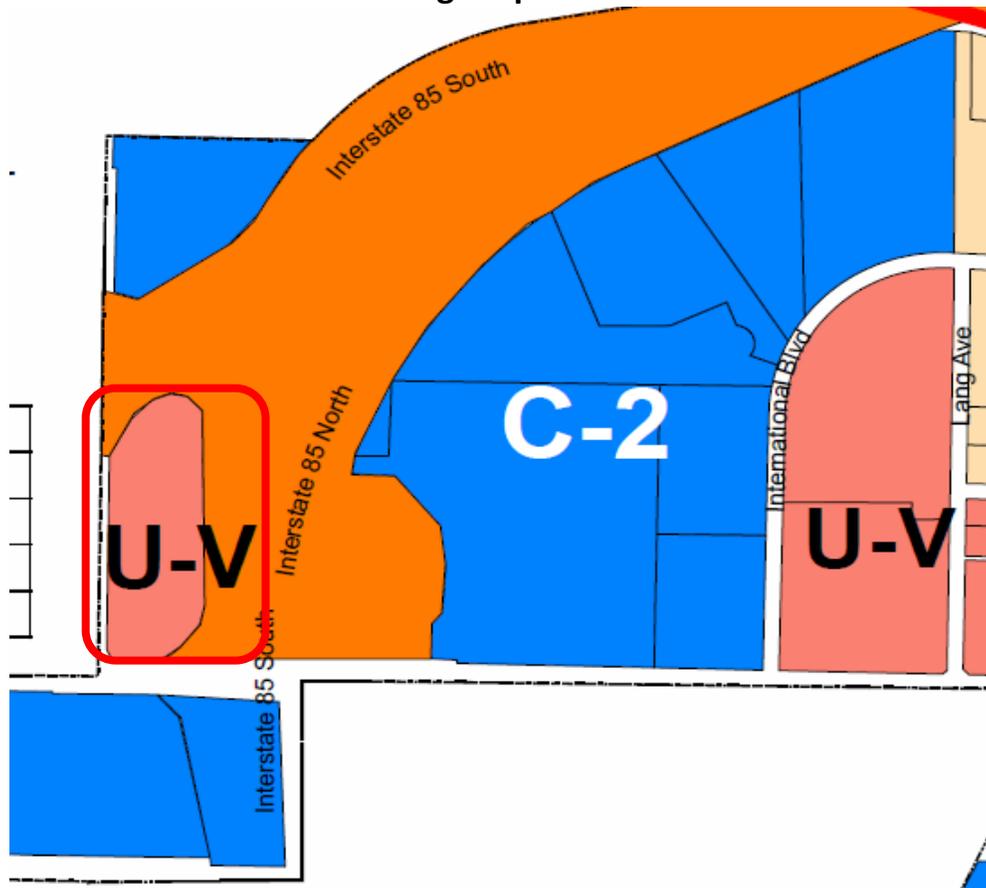
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- c: Commissioner Travis Horsley, Vice Chair
- Commissioner Lucy Dolan
- Commissioner Mark Farah
- Commissioner Kaity Ferrero
- Commissioner Jeanne Rast
- Commissioner Charlotte Rentz
- Adrienne Senter, Planning Commission Secretary
- Rick Glavosek, Police Chief
- Steven Fincher, City Attorney

**Zoning Map Exhibit**



Brian Wismer, Planning Commission Chairman

**Conditional Use Application to allow a Commercial Parking Lot behind 1155 Virginia Avenue on Norman Berry Drive – Addendum Report**

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**Google Map Image**

**Tract 1**



## NOTICE City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on Tuesday, October 18, 2016 in the City of Hapeville Municipal Court Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354 at 6:00 PM to consider the following:

Conditional Use Permit:

Consideration of a Conditional Use Permit for the construction of a 62' x 160' gravel parking lot at 1155 Virginia Avenue. The property is zoned UV, Urban Village and is subject to the zoning regulations under Section 93-11.2-5 *Conditional uses* and Section 93-23-5. *Surfacing and maintenance* of the City of Hapeville Zoning Ordinance.

Applicant: Roger Fisher

**A PUBLIC HEARING WILL BE  
HELD BY THE HAPEVILLE**

*Mayor and Council* **ON**  
*October 18, 2016* **AT 6:00 PM**

**AT HAPEVILLE MUNICIPAL ANNEX  
700 DOUG DAVIS DRIVE TO**

*Consider a Conditional Use Permit  
for the construction of a gravel parking lot*

**ECON. DEV. 404-669-8269**



**Planning Commission Meeting  
700 Doug Davis Drive  
Hapeville, Georgia 30354**

**September 13, 2016 6:00PM**

**MINUTES**

**1. Welcome and Introduction**

Chairman Brian Wismer called the meeting to order at 6:00 p.m. in the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. Members in attendance included Vice Chairman Travis Horsley, Kaity Ferrero, Lucy Dolan, Charlotte Rentz, Jeanne Rast, and Mark Farah. City Planner Bill Johnston and Planning Commission Secretary Adrienne Senter were also present.

**2. Minutes of August 9, 2016**

**Motion Item: Travis Horsley made a motion, Jeanne Rast seconded to approve the minutes of August 9, 2016 as submitted. Motion Carried: 6-0.**

**3. Old Business**

Commissioner Horsley requested the LCI/Comprehensive Plan Study be added to the Planning Commission agenda in the near future as a discussion item.

**4. New Business**

**a. 1155 Virginia Avenue**

**Conditional Use Permit**

Mr. Roger Fisher sought approval of a Conditional Use Permit for the construction of a 62' x 160' gravel parking area at 1155 Virginia Avenue. The property is zoned UV, Urban Village.

Mr. Fisher stated that the property proposed to install a 62'x 162 four (4) inch crush and run gravel with a roadway matting beneath, to provide a structurally sound area. The intent is for a non-permanent gravel area that will be used to provide overflow parking during peak business hours. The applicant proposes to complete a hotel development at this location in the near future.



**Public Comment:**

Laura Murphy, 201 Colorado Avenue  
George Rogan, 2108 Woodland Drive  
Diane Dimmick, 3360 Old Jonesboro Road

There was brief discussion regarding the need for a Text Amendment to address restrictions within the City's Gravel Ordinance.

**Motion Item:**

**Lucy Dolan made a motion to recommend the Mayor and Council deny the Conditional Use Permit application for 1155 Virginia Avenue. Jeanne Rast seconded. Motion Carried: 6-0.**

**b. 2116 Woodland Drive**

**Subdivision Plat Review**

Mr. J. Pascal Grubbs authorized representative for J. Allen Poole of Saint/Hornet Investments, LLC sought subdivision plat approval to allow the subdivision of two lots at 2116 Woodland Drive and 2118 Woodland Drive. The properties are zoned R-2, Single-Family Residential.

Mr. Poole requested the Subdivision to accomplish a "boundary line adjustment" at 2116 and 2118 Woodland Drive. Currently, 2116 Woodland Drive is comprised of two (2) lots. The lot identified as 2118 Woodland Drive will gain approximately 10 feet of street frontage through the boundary line adjustment.

**Public Comment**

None

Discussion ensued regarding updating the Subdivision Ordinance revisions in Municode. The Planning Commission requested the City look into this matter so the public could have access to the updated codes.

**Motion Item:**

**Charlotte Rentz made a motion, Travis Horsley seconded to approve the Subdivision Plat for 2116 Woodland Drive. Motion Carried: 6-0.**

**c. 3161 Oakdale Road**

**Site Plan Review**

Ms. Michelle L. Jenkins of Homebilt, Inc. sought site plan approval to allow the construction of a 3,071 single family home at 3161 Oakdale Road. The property is zoned R-1, Single-Family Residential.



The proposed 3,071 square foot, two-story home, craftsman-style home will feature four bedrooms and three and one-half baths with a 462 square foot detached rear garage. The applicant intends to extend existing sidewalk.

Public Comment

None

**Motion Item:**

**Mark Farah made a motion, Charlotte Rentz seconded to approve the site plan application for 3161 Oakdale Road, Lot 11 subject to the satisfaction of the identified deficiencies noted in the City Planners report and the City Engineers report and delivery of the recorded final plat for the subdivision and the recorded Homeowners Association documents to the Department of Community Services . Motion Carried: 6-0.**

**d. 3159 Oakdale Road**

**Site Plan Review**

Ms. Michelle L. Jenkins of Homebilt, Inc. sought site plan approval to allow the construction of a 2,994 single family home at 3159 Oakdale Road. The property is zoned R-1, Single-Family Residential.

The proposed 2,994 square foot, two-story home, craftsman-style home will feature four bedrooms and three and one-half baths with a 462 square foot detached rear garage. The applicant intends to extend existing sidewalk.

Public Comment

None

**Motion Item:**

**Mark Farah made a motion, Lucy Dolan seconded to approve the site plan application for 3159 Oakdale Road, Lot 12 subject to the satisfaction of the identified deficiencies noted in the City Planners report and the City Engineers report and delivery of the recorded final plat for the subdivision and the recorded Homeowners Association documents to the Department of Community Services . Motion Carried: 6-0.**

**e. 3157 Oakdale Road**

**Site Plan Review**

Ms. Michelle L. Jenkins of Homebilt, Inc. sought site plan approval to allow the construction of a 3,071 single family home at 3157 Oakdale Road. The property is zoned R-1, Single-Family Residential.



The proposed 3,071 square foot, two-story home, craftsman-style home will feature four bedrooms and three and one-half baths with a 462 square foot detached rear garage. The applicant intends to extend existing sidewalk.

Public Comment

None

**Motion Item:**

**Mark Farah made a motion, Charlotte Rentz seconded to approve the site plan application for 3157 Oakdale Road, Lot 13 subject to the satisfaction of the identified deficiencies noted in the City Planners report and the City Engineers report and delivery of the recorded final plat for the subdivision and the recorded Homeowners Association documents to the Department of Community Services . Motion Carried: 6-0.**

**f. Halfway House Ordinance**

**Text Amendment**

Consideration and action on an Ordinance to amend Chapter 93, Zoning, of the Code of Ordinances for the City of Hapeville, Georgia regarding Halfway Houses.

The amendment to the zoning ordinance defines halfway houses and introduces standards applicable to the use. Currently, the ordinance does not define or establish standards for the regulation of halfway houses.

Commission member Travis Horsely pointed out that the code sections referenced in the proposed ordinance did not coincide with the code sections listed on Municode. The Commission requested a copy of the amended code in order to compare the proposed changes.

Public Comment

Rod Mack, 506 King Arnold Street  
Laura Murphy, 201 Colorado Avenue  
Mike Murphy, 201 Colorado Avenue  
Carol Seaton, 3333 Myrtle Street

**Motion Item:**

**Jeanne Rast made a motion, Lucy Dolan seconded to table the Halfway House Text Amendment until the October 11, 2016 Planning Commission meeting. Motion Carried: 6-0.**

**5. Next Meeting Date – October 11, 2016 at 6:00PM**



Prior to adjourning the meeting, Commissioner Horsley stated the importance of coordinating the City's GIS mapping with Fulton County Tax Assessor's office in an effort to keep the County's records up-to-date with the City's zoning changes.

The Commission requested the batteries in the microphones for presenters and the public comment are changed prior to the next meeting.

There being no further discussion, the following action was taken:

## 6. Adjourn

**MOTION:** Kaity Ferrero made a motion, Lucy Dolan seconded to adjourn the meeting at 7:47 p.m. Motion Carried: 6-0.

Respectfully submitted by,

[Redacted signature]

Chairman, Brian Wismer

[Redacted signature]

Planning Commission Secretary, Adrienne Senter

AN ORDINANCE TO AMEND THE ANNUAL BUDGET FOR THE CITY OF HAPEVILLE, GEORGIA FOR THE FISCAL YEAR 2015-2016 FOR THE ADJUSTMENT OF REVENUE AND EXPENDITURES

WHEREAS, the Mayor and Council have approved the budget and budget amendments for the year ending June 30, 2016; and

WHEREAS, amendments to the Fiscal Year 2015-2016 budget is needed to adjust the departments with negative balances/deficits; and

WHEREAS, section 17-2-3 of the City of Hapeville Code of Ordinances provides that all amendments to the budget shall be by ordinances;

NOW, THEREFORE BE IT AND IT IS HEREBY ORDAINED by the Mayor and Council of the City of Hapeville, Georgia:

**Section 1.**

That the Fiscal Year 2015-2016 Budget be amended to reflect the adjustment of revenue and expenditures as follows:

**General Fund**

<b>Revenues:</b>	Fiscal 2015 -16 Budget Impact
Real Property-Current Year	100,000 (increase)
<b>Expenditures:</b>	
City Clerk	5,000 (increase)
Finance	100,000 (decrease)
Human Resources	100,000 (decrease)
Information Tech	34,450 (decrease)
Police	175,000 (decrease)
Legal	184,000 (increase)
Parks & Grounds	73,300 (increase)
Debt Service	<u>247,150 (increase)</u>
	100,000 (increase)

## **Trade and Tourism**

### **Revenues:**

Transfers 30,000 (decrease)

### **Expenditures:**

Economic Development 325,000 (decrease)

Transfers 295,000 (increase)  
30,000 (decrease)

### **Section 2.**

- a. It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of the Ordinance are or were, upon their enactment believed by the Mayor and Council to be fully valid, enforceable and constitutional.
- b. It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of the Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph sentence, clause or phrase of this Ordinance.
- c. In the event that any phrase, clause, sentence or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

### **Section 3.**

All Ordinances and parts of Ordinances in conflict herewith are hereby expressly repealed.

### **Section 4.**

This Ordinance shall become effective upon its adoption by the Mayor and Council.

**Section 5.**

The Ordinance shall be codified in a manner consistent with the laws of the State of Georgia and the City of Hapeville.

**Section 6.**

It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances, City of Hapeville, Georgia and the sections of this Ordinance may be renumbered to accomplish such intention.

First Reading: October 4, 2016

Adoption: \_\_\_\_\_

This Ordinance having been properly considered and adopted by the City Council of the City of Hapeville, Georgia the same is approved this \_\_\_\_\_

\_\_\_\_\_  
Alan Hallman, Mayor

ATTEST:

\_\_\_\_\_  
Jennifer Elkins, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven M. Fincher, City Attorney



## Jennifer Elkins

---

**Subject:** FW: TSPLOST Update  
**Attachments:** unioncity-banner.pdf

---

**From:** William Whitson  
**Sent:** Thursday, October 13, 2016 7:41 AM  
**To:** Jennifer Elkins  
**Cc:** Mayor and Council; Lee Sudduth; Lemuel Eubanks  
**Subject:** FW: TSPLOST Update

Jennifer

Please place this information in the City Council package.

W W

---

**Sent:** Wednesday, October 12, 2016 6:29 PM  
**Subject:** TSPLOST Update

Everyone: Thanks for all of the additional updates on TSPLOST Outreach.

1. If you have a link to the Fulton #TSPLOST Video on Youtube, please be advised that we had to update the link with the edited version so your link is probably now broken. This is the new link: <https://youtu.be/1PS8Ea9mcVY>

All of you are doing so many great things that I hesitate to single out any specific projects but do want to highlight a couple you might be especially interested in (feel free to share). Here are the links for videos from Sandy Springs & Roswell:

[Sandy Springs #TSPLOST Video](#)

[City of Roswell #TSPLOST Video](#)

I am also sharing photos of the awesome banner hanging in Fairburn and the design for the soon-to-be awesome banner for Union City.



TRANSPORTATION VOTE  
NOVEMBER 8, 2016



# T-SPLOST

Funding transportation projects for our safety and benefit



**\$13.7 Million**



Operations & Safety  
**\$750,000**



Pedestrian, Bike,  
Streetscape  
& Landscape Projects  
**\$490,062**



Quick Response  
**\$275,029**



Maintenance and  
Safety/Resurfacing  
**\$8.2 Million**



Roadway Projects  
**\$3.6 Million**



Project Management

We will have a conference call on 10/20. As you all know, early voting starts on October 17. If you need any early voting materials, please let us know.

Thank you!!!!

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**TRANSPORTATION VOTE  
NOVEMBER 8, 2016**

TSPLOST 2016 funds would be invested in transportation improvements to address congestion relief, maintenance and safety, operations & safety, bridges, and pedestrian/bike improvements.

Funds will be distributed to cities and unincorporated Fulton based on population.

Each city developed a project list based on resident feedback and projects will be controlled locally.

**UNION CITY**



**Transportation Investments  
for 2017-2022  
\$13.7 Million**



**Operations & Safety  
\$4.2 Million**



**Pedestrian, Bike, Streetscape  
& Landscape Projects  
\$728,500**



**Quick Response  
\$471,374**



**Maintenance &  
Safety/Resurfacing  
\$9.8 Million**



**Congestion Relief &  
Roadway Projects  
\$5 Million**



**Project Management  
\$219,430**

**MAYOR AND COUNCIL MEETING**

**Meeting Date:**

October 18, 2016

**Department:**

Planning & Zoning

**Attachments: Application, Staff Report**

1. Executive Summary
2. Board of Appeals Meeting Minutes
3. Architectural Design Standards
  - Section, 81-1-7, Neighborhood Conservation Area
  - Section, 81-1-3 – Special Design Area

**Agenda Item:**

The Board of Appeals received a variance request for the installation of a metal roof at 915 Custer Street. The Board tabled the application pending a request that the Mayor and Council support a Text Amendment to the Architectural Design Standards to allow the installation of metal roofs on single-family dwellings.

**Recommendation:**

The City of Hapeville’s Board of Appeals made the following motion at the September 22, 2016 meeting:

**MOTION: Gabriel Cojocarescu made a motion, Jan Bolien seconded to table the variance application for 915 Custer Street until the November 17, 2016 Board of Appeals meeting and request the Mayor and Council consider a Text Amendment to the Architectural Design Standards to allow the installation of metal roofs on single-family dwellings. Motion Carried: 3-1, Mike Simpson opposed**

**MINUTES**  
**City of Hapeville**  
**700 Doug Davis Drive**  
**Hapeville, Georgia 30354**

**Board of Appeals Meeting**  
**September 22, 2016**  
**6:00 p.m.**

**1. Call to Order**

Chairman Billy Slocumb called the meeting to order at 6:00PM at 700 Doug Davis Drive, Hapeville, GA 30354.

**2. Roll Call**

- a. **Billy Slocumb**
- b. **Rod Mack**
- c. **Jan Bolien**
- d. **Mike Simpson**
- e. **Gabriel Cojocarescu**

Board of Appeals member Larry Martin was unable to attend the meeting.

**Item 2) Approval of Minutes**

**MOTION: Jan Bolien made a motion, Mike Simpson seconded to approve the minutes of June 23, 2016 as submitted. Motion Carried: 4-0.**

**3. 915 Custer Street**

**Variance Request**

Mr. Chris A. Lamb sought a variance to allow the installation of a metal roof at 915 Custer Street. The property is zoned R-O, Residential Single Family and is subject to the zoning regulations under Section 81-1-7(e) of the City of Hapeville Zoning Ordinance.

Mr. Lamb stated that he preferred a metal roof on his home instead of a shingled roof and the proposed metal roof would last longer than a shingled roof.

Discussion ensued regarding the regulations for metal roofs outlined in the Architectural Design Standards. The overall consensus of the Board was in support of metal roof but the regulations in the Architectural Design Standards prohibited the installation of metal roofs on single-family dwellings.

Public Comments:  
Claudia Chambers, 919 Custer Street  
Rosalin Lamb, 915 Custer Street

*After further discussion the following action was taken:*

**MOTION: Gabriel Cojocarescu made a motion, Jan Bolien seconded to table the variance application for 915 Custer Street until the November 17, 2016 Board of Appeals meeting and request the Mayor and Council consider a Text Amendment to the Architectural Design Standards to allow the installation of metal roofs on single-family dwellings. Motion Carried: 3-1, Mike Simpson opposed.**

**4. Old Business**

None.

**5. New Business**

None.

**6. Next Meeting Date – Thursday, July 28, 2016 at 6:00 p.m.**

**7. Adjourn**

*There being no further discussion, the following action was taken:*

**MOTION: Mike Simpson made a motion, Gabriel Cojocarescu seconded to adjourn the meeting at 6:42 p.m. Motion Carried: 4-0.**

Respectfully submitted by,

---

Chairman, Billy Slocumb

Secretary, Adrienne Senter

**Sec. 81-1-7. Neighborhood conservation area.**

Based on goals established in this chapter, the following standards are required in the neighborhood conservation area identified in section 81-1-3. This includes two subareas: subarea D and subarea E. All of the standards contained in this section shall apply to all development in all subareas. Subarea requirements are found within the applicable subsection.

This section shall govern subarea C of the commercial/mixed-use area. It may also govern one-family detached dwellings and two-family dwellings in the commercial/mixed-use area, provided that the section is applied in its entirety.



*All buildings shall provide first story occupiable space, for the first ten (10) feet of building depth along the enfronting facade*

(a) *Site development standards.*

1. Except where indicated, setbacks shall be established by zoning.
2. On corner lots the principal building shall be located adjacent to the street intersection, subject to setback or build-to line requirements of zoning.
3. Minimum building heights shall be established by zoning.
4. Within subareas D and E maximum building heights shall be as established by zoning, except that:
  - a. Where this chapter provides a more stringent standard as compared to the zoning code, the more stringent standard shall prevail. The only exception to this shall be a use grandfathered under the zoning code.
  - b. Portions of buildings equal to or less than five feet from a side or rear lot line shall be limited in height to the greater of sixteen (16) feet.
  - c. Portions of buildings between five and ten feet of a side or rear lot line shall be limited in height to the greater of twenty-five (25) feet.
  - d. Portions of buildings ten (10) feet or greater from a side or rear lot line shall be limited in height to thirty-five (35) feet.
5. Outside of subareas D and E maximum building heights shall be as established by zoning.
6. All buildings shall provide first-story occupiable space, for the first ten feet of building depth along the enfronting facade.
7. Sidewalks shall be located along all public and private streets. Sidewalks shall consist of two areas: a landscape area and a clear area.
  - a. Developments less than one acre shall provide a minimum one-foot landscape zone and a minimum four-foot clear zone.

b. Development of one acre or more shall provide a minimum two-foot (2') landscape zone and a minimum five-foot (5') clear zone.

c. The above notwithstanding, multifamily developments and all developments along Dogwood Drive shall provide a minimum five-foot landscape zone and a minimum six-foot (6') clear zone.

**(b) Supplemental area and fence standards.**

1. Developments shall locate landscape supplemental areas adjacent to first-story residential uses and place a minimum of one tree every fifty (50) feet in the supplemental area. See list of allowed trees in section 93-2-14.

2. Chain link and any type of wire fencing are not permitted in areas visible from a public right-of-way.

3. On all lots a fence, wall, curb or hedge between six (6) and forty-eight (48) inches in height is encouraged at the back of the required sidewalk, except at openings to access steps, drives or pedestrian walkways.

4. Fences adjacent to the street shall be picket-wood, stone, composite materials or ornamental metal, with the finished side facing the street.

5. Retaining walls adjacent to the required sidewalk shall not exceed thirty-two (32) inches in height unless required by topography.

6. All street-facing walls shall be faced with stone, brick, or smooth stucco.

7. Small planting between retaining walls and the required sidewalk are encouraged and should have a minimum width of six (6) inches.



*Figure 12: Section 81-1-7(b)3*

**(c) Utility standards.**

1. Mechanical features shall not be located in the supplemental area or front yard and shall be screened from view from any park or along any public right-of-way with planting, walls or fences of equal or greater height. Acceptable materials for screening shall include those materials found in subsection (f)(1), provided they are compatible with the principal structure.

2. When located on rooftops, mechanical features shall be incorporated in the design of the building and screened with materials similar to the building.



*Mechanical features shall not be located in the supplemental area and shall be screened from view from any park or along any public right of way with planting, walls or fences of equal or greater height.*

3. Street lights may be provided by the developer in an effort to maintain a safe, walkable and well-lit public area throughout the city; pedestrian-scale street lights as approved by the DRC and the department of community services shall be provided by the developer, subject to site plan and design review in new development.

4. All developments shall provide a light at the front door. Lighting designed to illuminate the path to the front door is allowed. Spotlighting may be provided as long as it is properly shielded and does not become an annoyance to adjacent property owners or the public. General area illumination with oversized flood lights is prohibited. Specifically, lighting shall be shielded so that the source of light is not visible from adjacent properties or the public right-of-way.

5. Trees shall not be planted directly above storm drains.

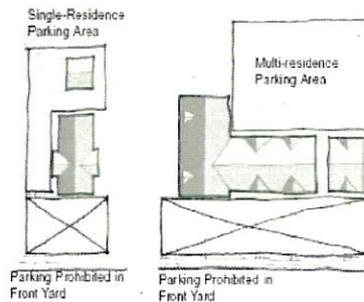


Trees shall not be planted directly above storm drains

(d) *Parking and traffic standards.*

1. One-family detached dwellings and two-family dwellings shall meet the following requirements:

- a. Driveways shall have a maximum width of fifteen (15) feet, although ten feet is encouraged.
- b. Circular drives are permitted.
- c. A grass strip in the middle of driveways is encouraged.



Placement of Parking Areas

Figure 13: Section 81-1-7(d)4

2. All other buildings shall meet the following requirements:

- a. Parcels are permitted a maximum of one driveway curb cut per street. In cases where a property abuts multiple streets the total number of curb cuts or portions thereof may be allocated to a single street.
- b. Driveways shall have a maximum width of twelve (12) feet for one-way and twenty-four (24) feet for two-way.
- c. Two curb cuts serving two one-way driveways shall be counted as one curb cut.
- d. Public or private alleys, or driveway providing vehicular access to two or more parcels shall not constitute a curb cut.
- e. New public streets shall not count as curb cuts.
- f. Parcels are permitted a maximum of one driveway curb cut per street frontage. In cases where a property abuts multiple streets

the total number of curb cuts or portions thereof may be allocated to a single street.

3. Carports are only permitted subject to the following requirements:

a. Carports shall be located in the rear or side yard, but shall not be visible from a public right-of-way.

b. Carport roofs shall be supported by columns with a minimum width and depth of eight (8) inches.

c. The base of carport columns shall be faced in stacked brick or stacked stone to a minimum height of three (3) feet above grade.

4. On-site parking shall be prohibited in the supplemental areas. This shall not be interpreted as restricting on-street parking located along a public street.

5. Garage access on single-family lots shall be prohibited in the front yard of the home.



Garage access on single-family lots shall be prohibited in the front yard of the home

(e) Roof and chimney standards.

1. Principal building roofs for one-family detached dwellings shall have a minimum usable life of thirty (30) years, per manufacturer's warranty.

2. Roof shingles shall be slate, cedar, or asphalt.

3. Roof tiles shall be clay, terra cotta or concrete.

4. Metal roofs are:

a) prohibited on one-family and two-family detached dwellings;

b) Permitted on multi-family and townhouse dwellings only when screened from the adjacent street by a parapet wall.

5. Gutters shall be copper, aluminum or galvanized steel.

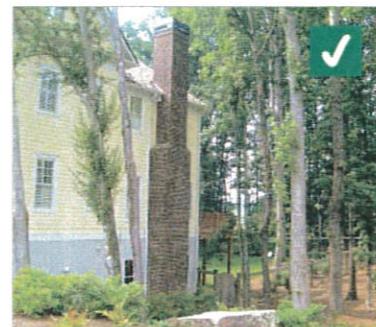
6. Downspouts shall match gutters in material and finish.

7. Roof forms shall be based on architectural style.

8. All roofs, excluding dormers, shall overhang a minimum of twelve (12) inches beyond the facade.

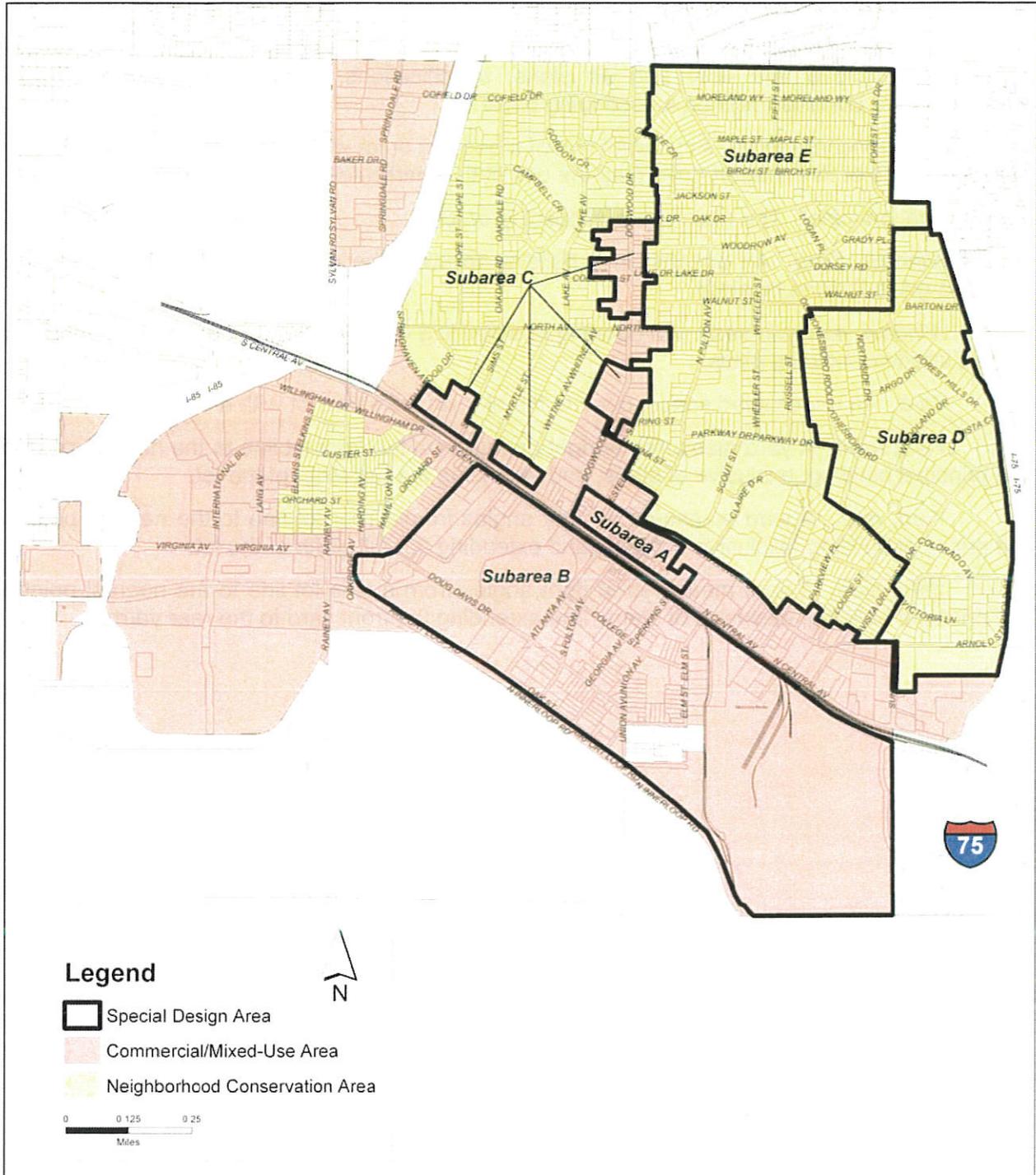


Roof shingles shall be slate, cedar, or asphalt.



Chimneys located on an exterior building wall shall begin at grade.

**Sec. 81-1-3. Special design areas map.**



opposed to a dumpster which is a device design to hold large amounts of household and other debris.

*Use, accessory.* A use subordinate in nature, extent or purpose to the principal use of a building or lot, and customarily incidental thereto.

*Use, conditional.* A use of a building or lot that is permitted only if the mayor and council specifically approve that use, and all plans, specifications, written conditions or written restrictions are complied with on a continuing basis.

*Use, nonconforming.* Any lawful use of a building or lot which does not comply with all of the regulations of this chapter governing the use at that particular location.

*Use, principal.* The main use of a building or lot.

*Window, fixed.* An opening in a building to allow the entry of air and light with non-movable glass fixtures inserted.

*Window, movable sash.* An opening in a building to allow the entry of air and light with a mobile structure holding glass.

*Yard.* An unoccupied space, open to the sky, on the same lot with a building.

*Yard, front.* A yard measured at right angles from the front lot line to the nearest point of the principal building, exclusive of steps, and extending the full width of the lot.

*Yard, rear.* A yard measured at right angles from a rear lot line to the nearest point of the principal building, exclusive of steps, and extending the full width of the lot.

*Yard, side.* A yard measured at right angles from a side lot line to the nearest point of the principal building, exclusive of steps, and extending the front yard to the rear yard.

**From:** [William Whitson](#)  
**To:** [Jennifer Elkins](#)  
**Subject:** FW: Retiree Cola  
**Date:** Thursday, October 13, 2016 10:47:07 AM

---

FYI.....e-mail traffic for Council package.

W W

---

**From:** Clark Weeks [<mailto:cweeks@wrsbenefits.com>]  
**Sent:** Thursday, October 06, 2016 7:42 PM  
**To:** James Schuster  
**Cc:** William Whitson  
**Subject:** RE: Retiree Cola

Jim/William,

In 2007 the plan quit having a guaranteed COLA. As a gesture to the retirees we granted the next one which was 4% cola, the change in the CPI-U over a year, to the existing retirees for one year.

For the next 2 years the incremental COLA would have been zero. There have been increases since then that the retirees have not received. To not approve the cola would result in a reduction in benefits for those people. We managed to make a fairly big change eliminating what was then an over 6 million obligation without any problems. This motion is merely to preserve the only previously awarded cola, not increase it. It expires December 31. There is no requirement to do so.

I know neither of you were there in 2007. If you wish me to explain the history further, please call me.

Best,

**Clark Weeks**  
**WRS**  
**3522 Ashford Dunwoody Rd #188**  
**Atlanta, GA 30319**  
**Phone 404-252-7080**  
**Cell 404-840-8548**  
**Fax 404-252-9586**

---

**From:** James Schuster [<mailto:jschuster@hapeville.org>]  
**Sent:** Thursday, October 06, 2016 4:44 PM  
**To:** Clark Weeks  
**Cc:** William Whitson  
**Subject:** FW: Retiree Cola

Clark

What % does the \$68,000 represent ?

And confirm or correct my understanding

See Mr. W's questions.

Ty

Pls copy Mr Whitson

---

**From:** William Whitson  
**Sent:** Thursday, October 06, 2016 4:38 PM  
**To:** James Schuster  
**Subject:** RE: Retiree Cola

OK.....what % is the COLA and is this sustainable?  
Let's discuss.

Thanks!

W W

---

**From:** James Schuster  
**Sent:** Thursday, October 06, 2016 4:36 PM  
**To:** William Whitson  
**Subject:** RE: Retiree Cola

It gets factored in to the next valuation/contribution (FY 2018).  
We have budgeted the recommended contribution for FY 2017.  
Jim.

---

**From:** William Whitson  
**Sent:** Thursday, October 06, 2016 4:31 PM  
**To:** James Schuster  
**Subject:** RE: Retiree Cola

Jim:

I understand the process because this came up last year.....what I was hoping you could do was tell me what expense this pays for and IF we have budgeted for it financially.

Sincerely,

W W

---

**From:** James Schuster  
**Sent:** Thursday, October 06, 2016 4:22 PM  
**To:** William Whitson  
**Subject:** RE: Retiree Cola

William

The Council approves this every year.

It used to be automatic but they changed that

Because it significantly increases the actuarial liability  
And funding  
Jim

---

**From:** William Whitson  
**Sent:** Thursday, October 06, 2016 3:34 PM  
**To:** James Schuster  
**Cc:** Jennifer Elkins  
**Subject:** FW: Retiree Cola

What say you?

W W

---

**From:** Clark Weeks [<mailto:cweeks@wrsbenefits.com>]  
**Sent:** Thursday, October 06, 2016 2:37 PM  
**To:** Jennifer Elkins  
**Cc:** William Whitson; James Schuster  
**Subject:** Retiree Cola

Jennifer,

I am getting an exact number from Mass Mutual, but the total is roughly 68,000. We need to get City Council to approve continuing this for calendar 2017. It should be done asap to avoid a disruption in January.

I will get you an exact number as soon as I get it, but you should move forward on putting it on the agenda.

Best,

**Clark Weeks**  
**WRS**  
**3522 Ashford Dunwoody Rd #188**  
**Atlanta, GA 30319**  
**Phone 404-252-7080**  
**Cell 404-840-8548**  
**Fax 404-252-9586**

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## MEMO

**Date:** October 12, 2016

**Project:** City of Hapeville Livable Centers Initiative (LCI) Study

**To:** City of Hapeville Mayor and Council

**Subject:** City of Hapeville LCI Project Management Team, Core Team, and Key Stakeholders List

**Submitted by:** Deanna Murphy, Sizemore Group  
via William R. Whitson to Mayor and Council

**CC:** William R. Whitson, City of Hapeville  
Allie O'Brien, City of Hapeville  
Adrienne Senter, City of Hapeville  
Bill de St. Aubin, Sizemore Group

---

Dear Mayor Hallman and Councilmembers,

Thank you for the opportunity to work with you and your community on the City of Hapeville Livable Centers Initiative (LCI) Study. We are honored to be selected for this project and look forward to working with you to develop a community supported, realistic, and implementable plan.

As part of the Atlanta Regional Commissions LCI program, we are required to develop a Project Management Team, a Core Team, and to identify Key Stakeholders for interviews and involvement. Following are descriptions of each team and our recommendations for team members. We worked closely with City staff to develop these lists, utilizing our 20 years of experience in the LCI program and making sure to meet ARC requirements.

We respectfully ask for your approval of these teams, allowing us to continue to move forward with this process and schedule.

Thank you for your time and consideration.

Sincerely,

Bill de St. Aubin  
Deanna Murphy

**Project Management Team:**

The Project Management Team is defined by the Atlanta Regional Commission (ARC), and per the RFP, to include representatives from the City, the Consultant, and the ARC. This team will meet or hold a conference call monthly to discuss study progress and advise the City and Consultant on public involvement and other planning process issues. The recommended Project Management Team includes:

- Jon Tuley, Senior Principal Planner, Atlanta Regional Commission
- William R. Whitson, City Manager, City of Hapeville
- Allie O'Brien, Economic Development Manager, City of Hapeville
- Adrienne Senter, Planning & Development Project Coordinator, City of Hapeville
- Lee Sudduth, Community Services Director, City of Hapeville
- William J. de St. Aubin, AIA, Principal in Charge, Sizemore Group
- Deanna Murphy, AICP, Project Manager, Sizemore Group

**Project Data/Resource Team:**

**(Key City Contractors):**

The Project Data/Resource Team includes City of Hapeville contractors who have knowledge and data that will benefit this project. The following contractors will be called on as needed to provide information and data pertinent to this process.

- Keck and Wood (Engineering)
- Ecological Planning Services (GIS)
- Strategic Planning Initiatives (Planning)
- David Burt, Inc. (Economic Development)

**Core Team (7-12 members)**

The Core Team is defined by the Atlanta Regional Commission, and per the RFP, to include members of the Project Management Team along with key representatives from key stakeholder groups in the City, including representatives from relevant state, regional, and City of Hapeville departments responsible for land use planning, transportation, grants, housing stock, Main Street, and other applicable interest groups. Representatives of non-profit organizations that provide services in the study area should also be included on the Core Team. The Core Team shall, at a minimum, meet prior to each of the general public meetings. The key responsibility of the Core Team is to review and comment on materials to be presented at public meetings, help promote broad participation at public meetings, and distribute information to the community. The recommended Core Team includes:

- City Council Representative
- Katrina Bradbury, Development Authority
- Charlotte Rentz, Main Street Board
- Jeanne Rast, St. Johns Evangelist
- Frankie Zarate, Code Enforcement Officer (Hispanic Community Representative)
- Brian Wismer, Planning Commission
- Linda Murray, Community Volunteer
- Jennifer Couch, Hapeville Elementary School
- Jonathan Love, Design Review Committee
- Major Corporate Representative, Chick-fil-A Representative
- Neighborhood Association Representative

**Key Stakeholders**

Key Stakeholders include groups and individuals who have a major stake in this community and are key to plan implementation. The Key Stakeholder interviews will be held in November, ideally

over a two day period in one central location, to help the project team best understand study area issues and needs. Key Stakeholders to be interviewed include:

- Aerotropolis Alliance Representative(s)
- Community Improvement District Representative(s)
- Chamber of Commerce Representative(s)
- Major/Master Developer Representative(s)\*
- Community Civic & Arts Group(s) Representative(s)
- Hapeville Coalition Group Representative(s)
- Hotel Representative(s)
- Atlanta Regional Commission(s)
- MARTA Transit
- Hartsfield Jackson International Airport Representative(s)
- Delta
- FAA
- GDOT
- College Park, East Point, Fulton County, Clayton County
- Non-profits/Service
- Various Small Businesses
- City Departments

\*Note: To include Jacoby and Bill O'Brien





September 29, 2016

William Whitson  
City Manager  
City of Hapeville  
3468 N. Fulton Avenue  
Hapeville, GA 30354

Dear Mr. Whitson:

We respectfully submit this proposal for On-Demand Planning and Review Services to the City of Hapeville. Our highly qualified staff has experience in city administration, planning and representing property owners and developers as site planners, designers, and landscape architects. In addition, our staff maintains the following certifications:

ISA Certified Arborist  
Landscape Bicycle & Pedestrian Design Services Prequalified with Georgia DOT  
GSWCC Level II Certified Design Profession  
ICC/AACE Certified Zoning Inspector  
ICC/AACE Certified Property Maintenance and Housing Inspector  
LEED Green Associate

B+C Studio's approach to planning and design is to be problem solvers. When working with developers, residents, and businesses, we utilize our knowledge and creativity to find ways to honor, respect and follow codes and ordinances, plans and visions to get projects done in a timely and cost-effective manner. We take a team approach when working with planning staff and developers – that is, we stay true to the community and its vision while facilitating development in an environment friendly to those developers who wish to make those visions a reality.

Our hourly rates for providing on-demand services for the City of Hapeville are listed below. We will assign staff based upon the complexity of the services required.

\$110 – Director  
\$90 – Senior Planner  
\$75 – Planner  
\$45 – Administrative

Note: For larger projects or specialty projects, B+C Studio will negotiate flat fee or not to exceed rates depending upon the scope of the project.

Thank you again for your consideration of our firm to assist Hapeville. Please let me know if you have any questions or require clarification for our proposal above.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Joel G. Bowman'. The signature is written in a cursive, flowing style.

Joel G. Bowman, RLA

1320 Ellsworth Industrial Blvd, Suite A1400, Atlanta, GA 30339  
T. 678-990-7691





## Attachment A

### Terms and Conditions

Reimbursable expenses will be billed at 1.1 times cost and include reproduction cost, GIS Data, rezoning fees and travel.

Our invoices are billed monthly on an hourly basis or as a percentage complete for the fixed fee rate as described herein. Invoices are due within 30 days of receipt. A late payment will be assessed at one and one-half (1.5%) per month. Payment not received within 120 days will result in a lien.

Upon completion we will provide complete architectural services for 6% net architectural services dependent on the size and complexity of the project.

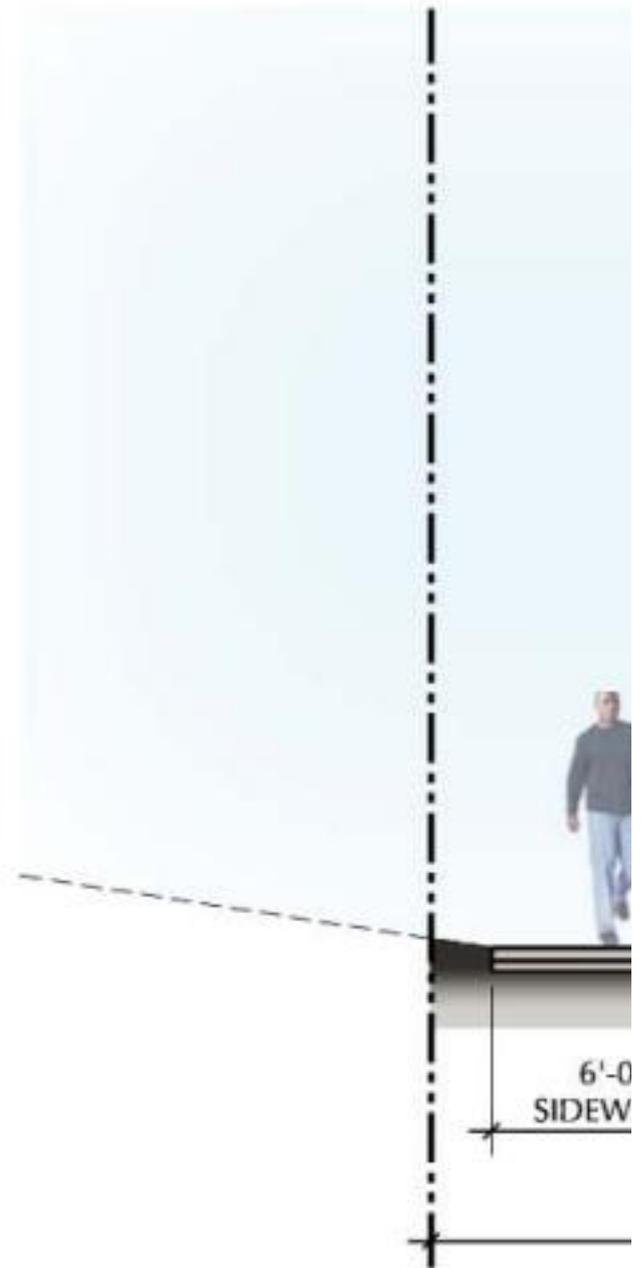
### Proposed Net Fees

Net fees include work performed by Sizemore group under current scope and within our area of expertise as Architects, Planners and Project Mangers.

### Additional Services in scope of work as needed:

- Civil engineering
- Market Analysis
- Landscape Architecture
- Detailed programing and pricing
- Legal Counsel
- Traffic Engineering
- Detailed Costing Services
- Sustainable certifications
- Accounting
- Additional Character Sketches and scope changes out of sequence
- FF&E
- Detailed Interior Design
- Land Survey
- Environmental testing and surveys
- Building Engineers
- Specialty Consultants
  - Kitchen
  - Acoustic
  - Audio Visual
  - Lighting
  - FF&E
- Detailed models, renderings or animation
- Additional client/stakeholder meetings beyond 9 meetings identified above
- Time spent on rezoning beyond December 2016





EXISTING  
SCALE: 1/8" = 1'-0"

CONSTRUCTION AGREEMENT  
Between  
DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA  
and  
CITY OF HAPEVILLE

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and City of Hapeville, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS, the SPONSOR has been approved by the DEPARTMENT to carry out a Federal-aid Project which consists of the construction of Project SR 3 FROM CS 8028/SOUTH CENTRAL AVENUE TO CS 3118/NORTH AVENUE-LCI, P.I. 0010329, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT is authorized to receive federal funding for Projects for Georgia pursuant to provisions of 23 U.S.C. Section 133(b) (8); and

WHEREAS, the PROJECT is expected to positively impact the quality of transportation in the State of Georgia; and

WHEREAS, the DEPARTMENT desires to participate with the SPONSOR in the implementation of the PROJECT; and

WHEREAS, the SPONSOR has represented to the DEPARTMENT that it has the authority to receive and expend federal funds for the purpose of this PROJECT and is qualified and experienced to provide such services necessary for the construction of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, under Section 32-2-2(a) (7) of the Official Code of Georgia Annotated, the DEPARTMENT is authorized to participate in such an undertaking:

NOW, THEREFORE, in consideration of the mutual promises and covenant contained herein, it is agreed by and between the DEPARTMENT and the SPONSOR THAT:

ARTICLE I  
SCOPE AND PROCEDURE

The SCOPE AND PROCEDURE for this PROJECT shall be SR 3 FROM CS 8028/SOUTH CENTRAL AVENUE TO CS 3118/NORTH AVENUE-LCI, as set forth in Exhibit A, WORK PLAN, which is further defined by the PROJECT estimate sheets ("PROJECT PLANS") on file with the DEPARTMENT and the SPONSOR and referenced as if attached hereto and incorporated as if fully set forth herein.

The SPONSOR shall be responsible for assuring that the PROJECT will be economically feasible and based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues.

The WORK PLAN sets out the scope of work for the PROJECT. It is understood and agreed that the DEPARTMENT shall participate only in the PROJECT as specified in Exhibit A, WORK PLAN.

The SPONSOR shall work with the Georgia Department of Transportation District 7 to advise the SPONSOR on the WORK PLAN and provide guidance during implementation of the PROJECT.

During the development of the PROJECT the SPONSOR has taken into consideration, as applicable, the DEPARTMENT'S Standard Specifications for the Construction of Roads and Bridges, AASHTO guidelines; FHWA guidelines; compliance with the U.S. Secretary of the Interior "Standards and Guidelines, Archaeology and Historic Preservation"; compliance with Section 106 of the National Historic Preservation Act of 1966 and with Section 4(f) of the US DOT Act of 1966; compliance with the Archaeology and Historic Preservation Act of 1974; compliance with the Archaeological Resources Protection Act of 1979 and with the Native American Graves Protection and Repatriation Act, the Georgia Abandoned Cemeteries and Burial Grounds Act of 1991; compliance with the DEPARTMENT'S Scenic Byways Designation and Management Program, and with the American Society of Landscape Architect Guidelines; compliance with the Outdoor Advertising Requirements as outlined in the Official Code of Georgia Annotated, Section 32-6-70 et.seq. and other standards and guidelines as may be applicable to the PROJECT.

The SPONSOR has acquired rights of way, if required, and related services for the PROJECT in accordance with State and Federal Laws, DEPARTMENT'S Right of Way Procedure Manual, Federal Regulations and particularly Title 23 and 49 of the Code of Federal Regulations ("CFR"), as amended. The SPONSOR further acknowledges that no acquisition of rights of way occurred until all applicable

archaeological, environmental and historical preservation clearances were approved.

The SPONSOR shall ensure that all contracts as well as any subcontracts for the construction of the PROJECT shall comply with the Federal and State legal requirements imposed on the DEPARTMENT and any amendments thereto. The SPONSOR is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract, specifically, but not limited to Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; and the DEPARTMENT's "Standard Specifications", Current Edition; "Supplemental Specifications Book", current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECT.

The SPONSOR further agrees to comply with and shall require the compliance and physical incorporation of Federal Form FHWA-1273 into all contracts or subcontracts for construction, as attached hereto and incorporated herein as Exhibit B, Terms and Conditions.

## ARTICLE II COVENANTS AGAINST CONTINGENT FEES

The SPONSOR shall comply with all relevant requirements of Federal, State and local laws including but not limited to those applicable requirements as outlined in Exhibit B, TERMS AND CONDITIONS. The SPONSOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPONSOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the SPONSOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## ARTICLE III REVIEW OF WORK

Authorized representatives of the DEPARTMENT and the Federal Highway Administration, ("FHWA"), may at all reasonable times review and

inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the SPONSOR. The DEPARTMENT reserves the right for reviews and acceptance on the part of effected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the SPONSOR of its professional obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the SPONSOR.

#### ARTICLE IV TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS AGREEMENT. The SPONSOR shall perform its responsibilities for the PROJECT, commencing on receipt of written "Notice to Proceed" from the DEPARTMENT, shall complete the Project no later than 365 Calendar Days after receipt of the written "Notice to Proceed" (based on the construction time). The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit C", WORK SCHEDULE, with that unforeseen events may make necessary some minor variations in that schedule.

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

#### ARTICLE V RESPONSIBILITY FOR CLAIMS AND LIABILITY

The SPONSOR shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the SPONSOR in the performance of the work under this Agreement.

It is understood by the SPONSOR that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the SPONSOR's negligence or improper representation in the plans.

The SPONSOR shall ensure that the provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the SPONSOR or the SPONSOR's contractors or subcontractors.

ARTICLE VI  
INSURANCE

Prior to beginning work, the SPONSOR shall obtain and where applicable cause its subcontractors to obtain and furnish certificates to the DEPARTMENT for the following minimum amounts of insurance:

- A. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Property Damage Insurance in an amount of not less than fifty thousand dollars (\$50,000) from damages on account of any occurrence, with an aggregate limit of one hundred thousand dollars (\$100,000).
- D. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECT.

ARTICLE VII  
COMPENSATION AND PAYMENT

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

It is understood and agreed that the total estimated construction cost of the PROJECT as outlined in this Article and as shown in Exhibit "D", BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Two Million One Hundred Ninety Thousand Two Hundred Twelve and 78/100 Dollars (\$2,190,212.78). The total estimated cost of the PROJECT to be financed using FEDERAL program funds through the Georgia Department of Transportation is One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00), which is the total state/federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT'S obligation. The approved PROJECT budget shall include any claims by the SPONSOR for all costs incurred by the SPONSOR in the conduct of the entire scope of work for the PROJECT.

The SPONSOR shall be solely responsible for any and all amounts in excess of the state contribution. In no event shall the Federal contribution of the project exceed One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00), which is the DEPARTMENT'S maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT'S maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the SPONSOR shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT'S progress to include a report on what was accomplished during the month, anticipated work to be done during the next month and any problems encountered or anticipated. Payment on account of the above fee will be made monthly on the basis of calendar months, in proportion to the percentage of the work completed for each phase of work. Payments shall be made after approval of a certified voucher from the SPONSOR. Upon the basis of its review of such vouchers, the DEPARTMENT shall, at the request of the SPONSOR, make payment to the SPONSOR as the work progresses, but not more often than once a month. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed. Payment will be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR under the terms of this Agreement, and shall be the basis for final payment.

No expense for travel shall be an allowable expense for the SPONSOR under this Agreement unless such travel is listed in the approved PROJECT budget submitted by the SPONSOR to the DEPARTMENT. In addition, budgeted costs for travel shall be limited to the amount included in the approved PROJECT budget, unless prior DEPARTMENT approval is obtained for increasing such amount.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the SPONSOR shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR.

#### ARTICLE VIII FINAL PAYMENT

IT IS FURTHER AGREED that upon completion of the work by the SPONSOR and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the SPONSOR and a final statement of costs, the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

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

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

ARTICLE IX  
CONTINGENT INTEREST

The DEPARTMENT shall retain a contingent interest in the PROJECT for as long as there continues a Federal interest in the PROJECT as determined by the DEPARTMENT's calculation of the economic life of the PROJECT. Based on the scope of work, as set forth in Exhibit A, WORK PLAN, the DEPARTMENT has determined the economic life of the PROJECT to be five years from the date of the PROJECT Final Acceptance.

ARTICLE X  
RIGHT OF FIRST REFUSAL

A determination by the SPONSOR to sell or dispose of the PROJECT shall entitle the DEPARTMENT to the right of first refusal to purchase or lease the PROJECT at net liquidation value. Such right of first refusal shall be retained for as long as the DEPARTMENT holds a contingent interest in the PROJECT pursuant to Article IX of this Agreement.

Should the DEPARTMENT elect to purchase or lease the PROJECT at any time after completion of the PROJECT no compensation shall be provided for the value added as a result of the PROJECT.

ARTICLE XI  
SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECT from those required under the Agreement shall be allowed without the execution of a Supplemental Agreement between the DEPARTMENT and SPONSOR.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECT, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE XII  
MAINTENANCE OF CONTRACT COST RECORDS

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and used in support of its proposal and shall make such

material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT and any reviewing agencies, and copies thereof shall be furnished upon request. The SPONSOR agrees that the provisions of this Article shall be included in any Agreement it may make with any subcontractor, assignee, or transferee.

An Audit of the Agreement shall be provided by the SPONSOR. The audit shall be conducted by an independent accountant or accounting firm in accordance with audit requirements, 49 CFR 18.26 and OMB Circular 128 or any revision or supplement thereto. PROJECT costs shall be documented within the OMB Circular 128 audit. An audit shall be submitted to the DEPARTMENT in a timely manner in each of the SPONSOR's fiscal years for the period of the Agreement.

#### ARTICLE XIII SUBLETTING, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the SPONSOR is considered personal by the DEPARTMENT. The SPONSOR agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all subcontracts prepared in connection with the Agreement, and the SPONSOR agrees that it shall submit to the DEPARTMENT proposed subcontract documents together with sub-contractor cost estimates for the DEPARTMENT's review and written concurrence in advance of their execution.

All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

#### ARTICLE XIV TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause upon 30 days written notice to the SPONSOR, notwithstanding any just claims by the SPONSOR for payment of services rendered prior to the date of termination.

It is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of an

element of work the SPONSOR shall be reimbursed for such work element based upon the percentage of work completed.

Failure to meet the time set for completion of an approved work authorization, may be considered just cause for termination of the Agreement.

ARTICLE XV  
OWNERSHIP OF DOCUMENTS

The SPONSOR agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer diskettes and printouts and other data prepared by or for it under the terms of this Agreement shall remain the property of the SPONSOR upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the SPONSOR other than that provided for in this Agreement.

ARTICLE XVI  
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the Laws of the State of Georgia.

ARTICLE XVII  
COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and 23 CFR 200, as stated in Exhibit E of this Agreement.
- C. IT IS FURTHER CERTIFIED that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated

relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Exhibit F of this Agreement.

- D. The SPONSOR acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XIV.
- E. IT IS FURTHER AGREED that the SPONSOR shall subcontract a minimum of Twelve percent (12%) of the total amount of PROJECT funds to Disadvantaged Business Enterprise (DBE) as defined and provided for under the Federal Rules and Regulations 49 CFR parts 23 and 26. The SPONSOR shall ensure that DBE firms are certified with the DEPARTMENT's Equal Employment Opportunity Office. The SPONSOR shall submit to the DEPARTMENT for its review and concurrence, a copy of the proposed subcontract including the name of the DBE subcontractor.
- F. IT IS FURTHER AGREED that the SPONSOR shall comply and shall require its subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et.seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- G. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a); as prescribed by 23 U.S.C. 113, for Federal-aid highway projects, except roadways classified as local roads or rural minor collectors.
- H. IT IS FURTHER AGREED that the SPONSOR shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

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

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

Recommended:

Department of Transportation

City of Hapeville, Georgia

By: \_\_\_\_\_ (Seal)  
Commissioner

By: \_\_\_\_\_ (Seal)  
Mayor Alan Hallman

Attest:

Signed, sealed and delivered  
This \_\_\_\_ day of \_\_\_\_\_,  
2016, in the presence of:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

This Agreement, approved by  
City of Hapeville, the \_\_\_\_\_  
day of \_\_\_\_\_, 2016

Attest:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Federal Employer Identification  
Number:

EXHIBITS

Exhibit A	Work Plan
Exhibit B	Required Contract Provisions Federal-Aid Construction Contracts
Exhibit C	Work Schedule
Exhibit D	Budget Estimate
Exhibit E	Civil Rights Compliance Certification
Exhibit F	Certification of Drug-Free Workplace

EXHIBIT A

WORK PLAN

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

GENERAL DESCRIPTION OF WORK TO BE PERFORMED

1. Reconstruct curb & gutter drainage.
2. Reconstruct sidewalks.
3. Re-pave roadway.
4. Re-stripe roadway to add bicycle lanes.
5. Add pedestrian level decorative lighting.
6. Add landscaping and trees.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following

**ATTACHMENTS**

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment,

minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures

whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance

of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

## 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated

for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or

upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations

(regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or  
Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an

explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal

funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or an employee of Congress, or an employee of a Member of

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT C

WORK PLAN

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

Project work to begin within six months of receiving the approved signed contract and Notice to Proceed.

Construction will be completed by date stated in the contract, Article IV, Time of Performance.

Award contract	September 16, 2016
Pre-construction Meeting	September 28, 2016
Construction NTP	September 30, 2016
Substantial Completion	July 31, 2017
Final Inspection	August 18, 2017
Punch List Complete	August 31, 2017
Project Completion	September 22, 2017

## EXHIBIT D

## CONSTRUCTION COST

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

ROADWAY				TRI SCAPES, INC.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Unit Price	Total
150-1000	TRAFFIC CONTROL - 0010329	LS	1	\$ 69,237.00	\$ 69,237.00
150-5010	TRAFFIC CONTROL, PORTABLE IMPACT ATTENUATOR	EA	2	\$ 7,000.00	\$ 14,000.00
163-0232	TEMPORARY GRASSING	AC	1	\$ 966.00	\$ 966.00
165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	LF	500	\$ 1.08	\$ 540.00
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	1,000	\$ 4.00	\$ 4,000.00
210-0100	GRADING COMPLETE - 0010329	LS	1	\$ 463,068.26	\$ 463,068.26
310-5060	GR AGGR BASE CRS, 6 INCH, INCL MATL	SY	477	\$ 15.40	\$ 7,345.80
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	TN	330	\$ 137.00	\$ 45,210.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	1,036	\$ 119.00	\$ 123,284.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	TN	78	\$ 138.00	\$ 10,764.00
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH	SY	590	\$ 24.00	\$ 14,160.00
441-0018	DRIVEWAY CONCRETE, 8 IN THICK	SY	231	\$ 54.00	\$ 12,474.00
441-0104	CONCRETE SIDEWALK, 4 IN	SY	1,500	\$ 42.00	\$ 63,000.00
441-0108	CONCRETE SIDEWALK, 8 IN	SY	66	\$ 54.00	\$ 3,564.00
441-5002	CONC HEADER CURB, 6 IN, TP 2 CONCRETE PLANTER	LF	3,014	\$ 16.04	\$ 48,344.56

EXHIBIT D continues

CONSTRUCTION COST

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

441-5002	CONC HEADER CURB, 6 IN, TP 2	LF	4,675	\$ 16.04	\$ 74,987.00
441-6012	CONC CURB & GUTTER, 6 IN x 24 IN, TP 2	LF	83	\$ 20.00	\$ 1,660.00
500-3201	CL B CONC, RET WALL	CY	21	\$ 460.00	\$ 9,660.00
500-3800	CL A CONC, INCL REINF STEEL	CY	258	\$ 330.00	\$ 85,140.00
500-3900	CL B CONC, INCL REINF STEEL	CY	2	\$ 320.00	\$ 640.00
500-9999	CL B CONC, BASE OR PVMT WIDENING	CY	5	\$ 320.00	\$ 1,600.00
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	LF	1,988	\$ 38.00	\$ 75,544.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	LF	196	\$ 51.00	\$ 9,996.00
611-5551	RESET SIGN	EA	17	\$ 280.00	\$ 4,760.00
615-1200	DIRECTIONAL BORE-2 IN	LF	320	\$ 5.01	\$ 1,603.20
615-1200	DIRECTIONAL BORE - 7 IN	LF	130	\$ 6.00	\$ 780.00
620-0100	TEMPORARY BARRIER, METHOD NO. 1	LF	1,625	\$ 55.00	\$ 89,375.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	SF	80	\$ 20.94	\$ 1,675.20
636-2070	GALV STEEL POSTS, TP 7	LF	120	\$ 9.60	\$ 1,152.00
639-3004	STEEL STRAIN POLE, TP IV-INCLUDING 35 FT AND 40 FT MAST ARMS	EA	1	\$ 10,848.00	\$ 10,848.00
639-3004	STEEL STRAIN POLE, TP IV, INCLUDING 40 FT MAST ARM	EA	1	\$ 12,936.00	\$ 12,936.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	314	\$ 4.00	\$ 1,256.00

EXHIBIT D continues

CONSTRUCTION COST

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

647-1000	TRAFFIC SIGNAL INSTALLATION NO 1	LS	1	\$ 73,398.00	\$ 73,398.00
647-2120	PULL BOX, PB-2	EA	5	\$ 1,794.00	\$ 8,970.00
647-2130	PULL BOX, PB-3	EA	2	\$ 486.00	\$ 972.00
652-0094	PAVEMENT MARKING, SYMBOL, TP 4	EA	8	\$ 62.40	\$ 499.20
652-0100	PAVEMENT MARKING, RR- HWY CROSSING SYMBOL	EA	1	\$ 273.00	\$ 273.00
653-0105	PAVEMENT MARKING, BIKE SHARED LANE SYMBOL	EA	14	\$ 109.56	\$ 1,533.84
653-0110	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	EA	8	\$ 97.20	\$ 777.60
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	EA	9	\$ 108.00	\$ 972.00
653-0140	THERMOPLASTIC PVMT MARKING, ARROW, TP 4	EA	6	\$ 265.20	\$ 1,591.20
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	2,640	\$ 0.73	\$ 1,927.20
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	3,920	\$ 0.73	\$ 2,861.60
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	LF	150	\$ 5.46	\$ 819.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	1,438	\$ 2.74	\$ 3,940.12
653-3501	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	GLF	300	\$ 0.66	\$ 198.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	140	\$ 5.62	\$ 786.80

EXHIBIT D continues

CONSTRUCTION COST

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

654-1001	RAISED PVMT MARKERS TP 1	EA	58	\$ 5.70	\$ <b>330.60</b>
654-1003	RAISED PVMT MARKERS TP 3	EA	28	\$ 5.70	\$ <b>159.60</b>
668-1105	CATCH BASIN, GP 1, SPECIAL DESIGN	EA	7	\$ 1,680.00	\$ <b>11,760.00</b>
668-1115	CATCH BASIN, GP 1, ADDITIONAL DEPTH, SPECIAL DESIGN	LF	1	\$ 500.00	\$ <b>500.00</b>
668-2100	DROP INLET, GP 1	EA	1	\$ 2,500.00	\$ <b>2,500.00</b>
668-2110	DROP INLET, GP 1, ADDITIONAL DEPTH	LF	1	\$ 300.00	\$ <b>300.00</b>
668-4300	STORM SEWER MANHOLE, TP 1	EA	18	\$ 1,750.00	\$ <b>31,500.00</b>
668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	LF	15	\$ 300.00	\$ <b>4,500.00</b>
668-7000	DRIVEWAY GRATE INLET SPECIAL DESIGN PIPE SIZE	LF	288	\$ 220.00	\$ <b>63,360.00</b>
681-3600	LIGHTING STD, SPCL DESIGN	EA	45	\$ 5,304.00	\$ <b>238,680.00</b>
682-1405	CABLE, TP XHHW, AWG NO. 8	LF	18,750	\$ 0.98	\$ <b>18,375.00</b>
682-6120	CONDUIT, RIGID, 2 IN	LF	550	\$ 15.00	\$ <b>8,250.00</b>
682-6222	CONDUIT, NONMETAL, TP 2, 2 IN	LF	4,500	\$ 6.70	\$ <b>30,150.00</b>
682-6233	CONDUIT, NONMETAL, TP 3, 2 IN	LF	350	\$ 13.08	\$ <b>4,578.00</b>

EXHIBIT D continues

CONSTRUCTION COST

CITY OF HAPEVILLE

P.I. No. 0010329

SR 3 FROM CS 8028/SOUTH CENTRAL AVE TO CS 3118/NORTH AVE-LCI

682-6233	CONDUIT, NONMETAL, TP 3, 2 IN	LF	400	\$ 14.11	\$ 5,644.00
682-9010	SVC POLE RISER	EA	2	\$ 3,790.00	\$ 7,580.00
682-9021	ELECTRIC JUNCTION BOX, CONCRETE GROUND MOUNTED	EA	10	\$ 390.00	\$ 3,900.00
700-9300	SOD	SY	2,000	\$ 7.29	\$ 14,580.00
702-0102	BUXUS SEMPERVIRENS- KOREAN BOXWOOD	EA	237	\$ 85.00	\$ 20,145.00
702-0104	CERCIS CANADENSIS- EASTERN REDBUD	EA	23	\$ 571.00	\$ 13,133.00
702-0212	CRATAEGUS VIRIDIS-WINTER KING	EA	13	\$ 571.00	\$ 7,423.00
702-0555	LIQUIDAMBAR STYRACIFLUA- ROTUNUNDILOBA	EA	6	\$ 517.00	\$ 3,102.00
702-0570	LIRIOPE SPICATA-LIRIOPE	EA	1,392	\$ 5.00	\$ 6,960.00
900-0039	BRICK PAVERS-PEDESTRIAN	SF	4,290	\$ 13.00	\$ 55,770.00
900-0039	BRICK PAVERS-VEHICULAR	SF	13,948	\$ 13.00	\$ 181,324.00
926-2500	4G (LTE) CELLULAR ROUTER, TYPE B	EA	1	\$ 2,154.00	\$ 2,154.00
999-9999	TRASH RECEPTACLE	EA	7	\$ 1,495.00	\$ 10,465.00
	QUALITY ASSURANCE MATERIAL TESTING	LS	1	\$ 80,000.00	\$ 80,000.00

<b>TOTAL</b>	<b>\$ 2,190,212.78</b>
--------------	------------------------

EXHIBIT E

NOTICE TO CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive

possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. cancellation, termination or suspension of this contract, in whole or in part.
  
6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F

CERTIFICATION OF SPONSOR

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of the City of Hapeville whose address is 3468 North Fulton Avenue, Hapeville, Georgia 30354 and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, certifies to the SPONSOR 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 the Official Code of Georgia Annotated Section 50-24-3"; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

APPENDICES

Appendix A                      Sponsor    Certification    regarding  
   Debarment,   Suspension,   and   other  
   Responsibility Matters

Appendix B                      Certification   of   Department   of  
   Transportation - State of Georgia

Appendix C                      Certification of SPONSOR

APPENDIX A

CITY OF HAPEVILLE  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND  
OTHER RESPONSIBILITY MATTERS

I hereby certify that I am the Mayor and duly authorized representative of the City of Hapeville, whose address is 3468 North Fulton Avenue, Hapeville, Georgia 30354, and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by the Georgia Department of Transportation and by any Federal department or agency;
- 2) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against the firm or its representatives for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction in violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- 4) Have not within a three year period preceding this Agreement had one or more public transaction (Federal, State or Local) terminated for cause or default.
- 5) That the firm will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as attached hereto and without motivation, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees

to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation and Federal Government.

I further acknowledge that this certificate is to be furnished to the Georgia Department of Transportation, in connection with this Agreement involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date \_\_\_\_\_

\_\_\_\_\_ (Seal)

## Instructions for Appendix A Certification

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions (SPONSORS)

1. By signing and submitting this contract the SPONSOR is providing the certification set out in Appendix A.
2. The inability of the SPONSOR to provide the certification required may not necessarily result in denial of participation in this covered transaction. The SPONSOR shall then submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the SPONSOR to furnish a certification or an explanation shall disqualify such person or firm from participation in this transaction.
3. The certification, Appendix A, is a material representation of fact upon which reliance is placed by the Department before entering into this transaction. If it is later determined that the SPONSOR knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.
4. The SPONSOR shall provide immediate written notice to the Department if at any time the SPONSOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in these instructions and the certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
6. The SPONSOR agrees by submitting this proposal/contract that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person/firm who is debarred, suspended, declared ineligible, or voluntarily excluded from

participation in this covered transaction unless authorized by the Department.

7. The SPONSOR further agrees by submitting this proposal/contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as provided by the Department without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A SPONSOR, in a covered transaction may rely upon a certification of a prospective participant in lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The SPONSOR may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by these instructions. The knowledge and information of SPONSOR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if the SPONSOR in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction in addition to other remedies available to the Federal Government, the Georgia Department of Transportation may terminate this transaction for cause or default.

APPENDIX B

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commissioner

APPENDIX C

CERTIFICATION OF CITY OF HAPEVILLE

STATE OF GEORGIA

I hereby certify that I am the Mayor of the CITY OF HAPEVILLE in the State of Georgia, and that the above consulting firm or their representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- a. employ or retain, or agree to employ or retain, any firm or person, or
- b. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated, (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal - aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
CITY OF HAPEVILLE MAYOR

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

September 23, 2016

SR 3 from CS 8028/South Central Ave to CS 3118/North Ave-LCI  
P.I. No. 0010329, Fulton County

Honorable Alan Hallman  
Mayor of Hapeville  
3468 North Fulton Avenue  
Hapeville, Georgia 30354  
Attn: Lee Suddath, Director of Community Services

Subject: **Construction Contract Agreement for Execution**

Dear Mayor Hallman,

*This letter is being reissued to accept the recommendation from the City of Hapeville to award the low bid contractor, TriScapes, Inc., the contract for construction services for the above referenced project. In addition, per the signed local letting approval form, the City of Hapeville is responsible for Construction Inspection & Materials. The Department will cover construction oversight through an internal fund source.*

Attached are four (4) copies of the Local Let Construction Agreement for the above referenced project. Please execute each contract where indicated, provide the appropriate title and address where indicated. Once the Department has received the check and four signed originals of the contract agreement (please include four original copies of the Georgia Security and Immigration Compliance Act Affidavit) the Department will execute the Contract and issue the City of Hapeville a Notice to Proceed to Construction.

Please contact Timothy Evans at 404-631-1555 or at [tievans@dot.ga.gov](mailto:tievans@dot.ga.gov) should you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Albert Shelby".

Albert V. Shelby, III  
State Program Delivery Administrator

*KWN PBE TE*  
AVS:KWN:PBE:TE  
Cc: Kathy Zahul, District 7 Engineer  
Attachments



August 15, 2016

Mr. Tim Evans, Project Manager  
 Georgia Department of Transportation  
 Office of Program Delivery  
 600 W. Peachtree St. N.W., 25th Floor  
 Atlanta, Georgia 30308

Re: Bid Results  
 P.I. # 0010329, Fulton County  
 Dogwood Drive Streetscape Project

Dear Mr. Evans:

On behalf of the project sponsor, the City of Hapeville I am forwarding the enclosed copy of the low bid for review and approval. The city received five (5) bids:

	Total Bid	DBE (12% Goal)	Total w/Alternate
1. TriScapes, Inc.	\$1,804,650.14	\$259,954.24 (14.4%)	\$2,110,462.49
2. Georgia Development Partners, LLC	\$1,889,200.37	\$259,836.44 (13.7%)	\$2,159,669.47
3. BRTU Construction, Inc.	\$1,992,612.00	\$1,195,000.00 (59.9%)	\$2,293,662.00
4. Tople Construction & Engineering, Inc.	\$2,328,372.00	\$292,407.64 (12.5%)	\$2,602,482.00
5. Glosson Enterprises, LLC	\$2,338,623.00	\$281,463.14 (12.0%)	\$2,649,713.00

The City of Hapeville hereby recommends the Department approve the low bid and proposed contract with TriScapes, Inc., including the pedestrian lighting alternate, in the amount of \$2,110,462.49. The city anticipates construction administration, oversight and materials testing services to amount to approximately \$80,000.00. Therefore, the total construction phase costs are anticipated to be \$2,190,462.49.

In addition to the enclosed copy of the TriScapes, Inc. bid submittal, I am forwarding the bid tabulation prepared by Keck & Wood, Inc.

If you have any questions or concerns regarding the bids please call me at (404)669-2120 or Project Administrator Jack Burnside at (770)241-8677.

Sincerely,  
  
 Lee Sudduth,  
 Director of Community Services

Enclosures: Bid tabulation prepared by Keck & Wood  
 Copy of low bid submittal, including DBE Goals Form  
 Bid results (as recorded at bid opening)

3468 North Fulton Avenue, Hapeville, Georgia 30354  
 City Hall 404.669.2100 · www.hapeville.org

ALAN HALLMAN  
MAYOR

RUTH BARR  
ALDERMAN AT LARGE

MICHAEL RANDMAN  
COUNCILMAN AT LARGE

JOSHUA POWELL  
COUNCILMAN WARD I

DIANE DIMMICK  
COUNCILMAN WARD II

**BID TABULATION**  
**DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329**  
**CITY OF HAPEVILLE, GEORGIA**

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA  
 AT HAPEVILLE CITY HALL  
 11:00 A.M., LOCAL TIME, AUGUST 4, 2016

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1 Trf Scapes, Inc. 1595 Peachtree Parkway Suite 204-396 Cumming, Georgia 30041		BIDDER NO. 2 Georgia Development Partners, LLC 300 Galleria Parkway SE, Suite 310 Atlanta, Georgia 30339	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
150-1000	TRAFFIC CONTROL - 0010329	1	LS	\$69,237.00	\$69,237.00	\$46,143.75	\$46,143.75
150-5010	TRAF CTRL.PORABLE IMPACT ATTN -	2	EA	\$7,000.00	\$14,000.00	\$18,975.00	\$37,950.00
163-0232	TEMPORARY GRASSING -	1	AC	\$966.00	\$966.00	\$1,092.50	\$1,092.50
165-0030	MAINT OF TEMP SILT FENCE, TP C -	500	LF	\$1.08	\$540.00	\$1.78	\$890.00
171-0030	TEMPORARY SILT FENCE, TYPE C -	1,000	LF	\$4.00	\$4,000.00	\$3.51	\$3,510.00
210-0100	GRADING COMPLETE - 0010329	1	LS	\$463,068.26	\$463,068.26	\$537,419.15	\$537,419.15
310-5060	GR AGGR BS CRS 6IN INCL MATL -	477	SY	\$15.40	\$7,345.80	\$17.83	\$8,504.91
402-1812	RECYL AC LEVELING,INC BM&HL -	330	TN	\$137.00	\$45,210.00	\$132.25	\$43,642.50
402-3130	RECYL AC 12.5MM SP,GP2,BM&HL -	1,036	TN	\$119.00	\$123,284.00	\$115.00	\$119,140.00
402-3190	RECYL AC 19 MM SP,GP 1 OR 2, INC BM&HL	78	TN	\$138.00	\$10,764.00	\$126.50	\$9,867.00
432-5010	MILL ASPH CONC PVMT,VARB DEPTH -	590	SY	\$24.00	\$14,160.00	\$14.38	\$8,484.20
441-0018	DRIVEWAY CONCRETE, 8 IN TK -	231	SY	\$54.00	\$12,474.00	\$55.71	\$12,869.01
441-0104	CONC SIDEWALK, 4 IN -	1,500	SY	\$42.00	\$63,000.00	\$31.74	\$47,610.00
441-0108	CONC SIDEWALK, 8 IN -	68	SY	\$54.00	\$3,564.00	\$55.71	\$3,676.85
441-5002	CONC HEADER CURB, 6", TP 2 CONCRETE PLANTER	3,014	LF	\$16.04	\$48,344.56	\$15.05	\$45,360.70
441-5002	CONC HEADER CURB, 6", TP 2 -	4,675	LF	\$16.04	\$74,987.00	\$13.90	\$64,982.50
441-6012	CONC CURB & GUTTER/ 6"X24"TP2 -	83	LF	\$20.00	\$1,660.00	\$15.88	\$1,318.04
500-3201	CL B CONC, RET WALL -	21	CY	\$460.00	\$9,660.00	\$690.00	\$14,490.00
500-3800	CL A CONC, INCL REINF STEEL -	258	CY	\$330.00	\$85,140.00	\$287.50	\$74,175.00
500-3900	CL B CONC, INCL REINF STEEL -	2	CY	\$320.00	\$640.00	\$460.00	\$920.00
500-9999	CL B CONC,BASE OR PVMT WIDEN -	5	CY	\$320.00	\$1,600.00	\$253.00	\$1,265.00
550-1180	STM DR PIPE 18",H 1-10 -	1,988	LF	\$38.00	\$75,544.00	\$63.25	\$125,741.00
550-1240	STM DR PIPE 24",H 1-10 -	196	LF	\$51.00	\$9,996.00	\$69.00	\$13,524.00
611-5551	RESET SIGN -	17	EA	\$286.00	\$4,760.00	\$230.00	\$3,910.00
615-1200	DIRECTIONAL BORE - 7 IN	130	LF	\$6.00	\$780.00	\$5.52	\$717.60
620-0100	TEMP BARRIER, METHOD NO. 1 -	1,625	LF	\$55.00	\$89,375.00	\$57.50	\$93,437.50
638-1033	HWY SIGNS, TP1MAT,REFL SH TP 9 -	80	SF	\$20.94	\$1,675.20	\$20.07	\$1,605.60
636-2070	GALV STEEL POSTS, TP 7 -	120	LF	\$9.60	\$1,152.00	\$9.78	\$1,173.60
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 35FT AND 40FT MAST ARMS	1	EA	\$10,848.00	\$10,848.00	\$10,396.00	\$10,396.00
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 40FT MAST ARM	1	EA	\$12,936.00	\$12,936.00	\$12,397.00	\$12,397.00
643-8200	BARRIER FENCE (ORANGE), 4 FT -	314	LF	\$4.00	\$1,256.00	\$1.44	\$452.16
647-1000	TRAF SIGNAL INSTALLATION NO - 1	1	LS	\$73,398.00	\$73,398.00	\$70,339.75	\$70,339.75
647-2120	PULL BOX, PB-2 -	5	EA	\$1,794.00	\$8,970.00	\$1,719.25	\$8,596.25
647-2130	PULL BOX, PB-3 -	2	EA	\$486.00	\$972.00	\$465.75	\$931.50
652-0100	PAVEMENT MARKING,RR-HWY X SYM -	1	EA	\$273.00	\$273.00	\$261.63	\$261.63
652-0094	PVMT MARKING, SYMBOL, TP 4 -	8	EA	\$62.40	\$499.20	\$59.80	\$478.40
653-0105	PAVEMENT MARKING, BIKE SHARED LN SYM -	14	EA	\$109.56	\$1,533.84	\$105.00	\$1,470.00
653-0110	THERM PVMT MARK, ARROW, TP 1 -	8	EA	\$97.20	\$777.60	\$93.15	\$745.20
653-0120	THERM PVMT MARK, ARROW, TP 2 -	9	EA	\$108.00	\$972.00	\$103.50	\$931.50

**BID TABULATION**  
**DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329**  
**CITY OF HAPEVILLE, GEORGIA**

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA  
 AT HAPEVILLE CITY HALL  
 11:00 A.M., LOCAL TIME, AUGUST 4, 2016

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1 Tri Scapes, Inc. 1595 Peachtree Parkway Suite 204-396 Cumming, Georgia 30041		BIDDER NO. 2 Georgia Development Partners, LLC 300 Galleria Parkway SE, Suite 310 Atlanta, Georgia 30339	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
653-0140	THERM PVMT MARK, ARROW, TP 4 -	6	EA	\$265.20	\$1,591.20	\$254.15	\$1,524.90
653-1501	THERMO SOLID TRAF ST 5 IN. WHI -	2,640	LF	\$0.73	\$1,927.20 *	\$0.71	\$1,874.40
653-1502	THERMO SOLID TRAF ST, 5 IN YEL -	3,920	LF	\$0.73	\$2,861.60 *	\$0.71	\$2,783.20
653-1704	THERM SOLID TRAF STRIPE,24",WH -	150	LF	\$5.46	\$819.00	\$5.38	\$807.00
653-1804	THERM SOLID TRAF STRIPE, 8",WH -	1,438	LF	\$2.74	\$3,940.12 *	\$2.65	\$3,810.70
653-3501	THERMO SKIP TRAF ST, 5 IN. WHI -	300	GLF	\$0.66	\$198.00	\$0.63	\$189.00
653-6006	THERM TRAF STRIPING, YELLOW -	140	SY	\$5.62	\$786.80 *	\$5.38	\$753.20
654-1001	RAISED PVMT MARKERS TP 1 -	58	EA	\$5.70	\$330.60	\$5.46	\$316.68
654-1003	RAISED PVMT MARKERS TP 3 -	28	EA	\$5.70	\$159.60	\$5.46	\$152.88
668-1105	CATCH BASIN, GP 1, SPCL DES -	7	EA	\$1,680.00	\$11,760.00	\$3,047.50	\$21,332.50
668-2100	DROP INLET, GP 1 -	1	EA	\$2,500.00	\$2,500.00	\$2,587.50	\$2,587.50
668-4300	STORM SEW MANHOLE, TP 1 -	18	EA	\$1,750.00	\$31,500.00	\$2,242.50	\$40,365.00 *
668-1115	CATCH BASIN,GP 1,A DEP,SP DES -	1	LF	\$500.00	\$500.00	\$178.25	\$178.25
668-2110	DROP INLET, GP 1, ADDL DEPTH -	1	LF	\$300.00	\$300.00	\$178.25	\$178.25
668-4311	ST SEW MANHOLE,TP 1,A DEP,CL 1 -	15	LF	\$300.00	\$4,500.00	\$178.25	\$2,673.75
668-7000	DRWAY GRATE INLET SP D PIP SZ -	288	LF	\$220.00	\$63,360.00	\$126.50	\$36,432.00
682-6120	CONDUIT, RIGID, 2 IN -	550	LF	\$15.00	\$8,250.00	\$14.09	\$7,749.50
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	350	LF	\$13.08	\$4,578.00	\$12.54	\$4,389.00
700-9300	SOD -	2,000	SY	\$7.29	\$14,580.00 *	\$6.90	\$13,800.00
702-0102	BUXUS SEMPERVIRENS - KOREAN BOXWOOD	237	EA	\$85.00	\$20,145.00	\$32.76	\$7,764.12
702-0140	CERCIS CANADENSIS - EASTERN REDBUD	23	EA	\$571.00	\$13,133.00	\$999.35	\$22,985.05
702-0212	CRATAEGUS VIRIDIS - WINTER KING	13	EA	\$571.00	\$7,423.00	\$999.35	\$12,991.55
702-0555	LIQUIDAMBAR STYRACIFLUA - ROTUNDILOBA	6	EA	\$517.00	\$3,102.00 *	\$948.75	\$5,692.50
702-0570	LIRIOPE SPICATA - LIRIOPE	1,392	EA	\$5.00	\$6,960.00	\$5.57	\$7,753.44
900-0039	BRICK PAVERS PEDESTRIAN -	4,290	SF	\$13.00	\$55,770.00	\$12.08	\$51,823.20
900-0039	BRICK PAVERS VEHICULAR -	13,948	SF	\$13.00	\$181,324.00	\$13.63	\$190,111.24
926-2500	4G (LTE) CELLULAR ROUTER, TYPE B	1	EA	\$2,154.00	\$2,154.00	\$2,064.25	\$2,064.25
999-9999	TRASH RECEPTACLE	7	EA	\$1,495.00	\$10,465.00	\$2,242.50	\$15,697.50
<b>TOTAL BASE BID AMOUNT</b>					<b>\$1,804,280.58 *</b>		<b>\$1,889,200.37</b>
681-3600	LIGHTING STD, SPCL DES - COMPLETE	45	EA	\$5,304.00	\$238,680.00	\$4,692.00	\$211,140.00
682-9010	SVC POLE RISER -	2	EA	\$3,790.00	\$7,580.00	\$3,352.25	\$6,704.50
682-1405	CABLE, TP XHW, AWG NO 8 -	18,750	LF	\$0.98	\$18,375.00 *	\$0.86	\$16,125.00
682-9021	ELEC JCT BX, CONC GRD MOUNTED -	10	EA	\$390.00	\$3,900.00	\$345.00	\$3,450.00
615-1200	DIRECTIONAL BORE - 2 IN	320	LF	\$5.01	\$1,603.20 *	\$4.43	\$1,417.60
682-6222	CONDUIT, NONMETL, TP 2, 2 IN -	4,500	LF	\$6.70	\$30,150.00 *	\$5.92	\$26,640.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	400	LF	\$14.11	\$5,644.00 *	\$12.48	\$4,992.00
<b>TOTAL ALTERNATE "A" BID AMOUNT</b>					<b>\$305,932.20 *</b>		<b>\$270,469.10</b>
BID BOND					5%		5%
NOTE REFERENCE					(1) (2) (4) (5) (6)		(1) (2) (4) (5) (6)

**BID TABULATION**  
**DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329**  
**CITY OF HAPEVILLE, GEORGIA**

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA  
 AT HAPEVILLE CITY HALL  
 11:00 A.M., LOCAL TIME, AUGUST 4, 2016

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 3		BIDDER NO. 4	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
150-1000	TRAFFIC CONTROL - 0010329	1	LS	\$106,830.00	\$106,830.00	\$143,000.00	\$143,000.00
150-5010	TRAF CTRL,PORTABLE IMPACT ATTN -	2	EA	\$8,000.00	\$16,000.00	\$10,000.00	\$20,000.00
163-0232	TEMPORARY GRASSING -	1	AC	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00
165-0030	MAINT OF TEMP SILT FENCE, TP C -	500	LF	\$2.00	\$1,000.00	\$5.00	\$2,500.00
171-0030	TEMPORARY SILT FENCE, TYPE C -	1,000	LF	\$3.50	\$3,500.00	\$4.25	\$4,250.00
210-0100	GRADING COMPLETE - 0010329	1	LS	\$409,310.00	\$409,310.00	\$743,000.00	\$743,000.00
310-5060	GR AGGR BS CRS 6IN INCL MATL -	477	SY	\$15.00	\$7,155.00	\$25.00	\$11,925.00
402-1812	RECYL AC LEVELING,INC BM&HL -	330	TN	\$110.00	\$36,300.00	\$105.00	\$34,650.00
402-3130	RECYL AC 12.5MM SP,GP2,BM&HL -	1,036	TN	\$110.00	\$113,960.00	\$105.00	\$108,780.00
402-3190	RECYL AC 19 MM SP,GP 1 OR 2 ,INC BM&HL	78	TN	\$140.00	\$10,920.00	\$100.00	\$7,800.00
432-5010	MILL ASPH CONC PVMT,VARB DEPTH -	590	SY	\$16.00	\$9,440.00	\$20.00	\$11,800.00
441-0018	DRIVEWAY CONCRETE, 8 IN TK -	231	SY	\$65.00	\$15,015.00	\$72.00	\$16,632.00
441-0104	CONC SIDEWALK, 4 IN -	1,500	SY	\$40.00	\$60,000.00	\$81.00	\$121,500.00
441-0108	CONC SIDEWALK, 8 IN -	66	SY	\$50.00	\$3,300.00	\$81.00	\$5,346.00
441-5002	CONC HEADER CURB, 6", TP 2 CONCRETE PLANTER	3,014	LF	\$16.00	\$48,224.00	\$20.00	\$60,280.00
441-5002	CONC HEADER CURB, 6", TP 2 -	4,675	LF	\$15.00	\$70,125.00	\$17.00	\$79,475.00
441-6012	CONC CURB & GUTTER/ 6'X24"TP2 -	83	LF	\$20.00	\$1,660.00	\$25.00	\$2,075.00
500-3201	CL B CONC, RET WALL -	21	CY	\$700.00	\$14,700.00	\$500.00	\$10,500.00
500-3800	CL A CONC, INCL REINF STEEL -	258	CY	\$500.00	\$129,000.00	\$450.00	\$116,100.00
500-3900	CL B CONC, INCL REINF STEEL -	2	CY	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00
500-9999	CL B CONC,BASE OR PVMT WIDEN -	5	CY	\$450.00	\$2,250.00	\$250.00	\$1,250.00
550-1180	STM DR PIPE 18",H 1-10 -	1,988	LF	\$75.00	\$149,100.00	\$50.00	\$99,400.00
550-1240	STM DR PIPE 24",H 1-10 -	196	LF	\$100.00	\$19,600.00	\$60.00	\$11,760.00
611-5551	RESET SIGN -	17	EA	\$180.00	\$3,060.00	\$370.00	\$6,290.00
615-1200	DIRECTIONAL BORE - 7 IN	130	LF	\$8.00	\$1,040.00	\$6.00	\$780.00
620-0100	TEMP BARRIER, METHOD NO. 1 -	1,625	LF	\$35.00	\$56,875.00	\$40.00	\$65,000.00
636-1033	HWY SIGNS, TP1MAT,REFL SH TP 9 -	80	SF	\$25.00	\$2,000.00	\$20.00	\$1,600.00
636-2070	GALV STEEL POSTS, TP 7 -	120	LF	\$25.00	\$3,000.00	\$10.00	\$1,200.00
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 35FT AND 40FT MAST ARMS	1	EA	\$11,500.00	\$11,500.00	\$10,400.00	\$10,400.00
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 40FT MAST ARM	1	EA	\$13,500.00	\$13,500.00	\$12,400.00	\$12,400.00
643-8200	BARRIER FENCE (ORANGE), 4 FT -	314	LF	\$2.00	\$628.00	\$5.00	\$1,570.00
647-1000	TRAF SIGNAL INSTALLATION NO - 1	1	LS	\$78,000.00	\$78,000.00	\$70,400.00	\$70,400.00
647-2120	PULL BOX, PB-2 -	5	EA	\$1,900.00	\$9,500.00	\$1,720.00	\$8,600.00
647-2130	PULL BOX, PB-3 -	2	EA	\$4,700.00	\$9,400.00	\$470.00	\$940.00
652-0100	PAVEMENT MARKING,RR-HWY X SYM -	1	EA	\$500.00	\$500.00	\$265.00	\$265.00
652-0094	PVMT MARKING, SYMBOL, TP 4 -	8	EA	\$290.00	\$2,320.00	\$65.00	\$520.00
653-0105	PAVEMENT MARKING, BIKE SHARED LN SYM -	14	EA	\$400.00	\$5,600.00	\$105.00	\$1,470.00
653-0110	THERM PVMT MARK, ARROW, TP 1 -	8	EA	\$115.00	\$920.00	\$94.00	\$752.00
653-0120	THERM PVMT MARK, ARROW, TP 2 -	9	EA	\$115.00	\$1,035.00	\$104.00	\$936.00

**BID TABULATION**  
**DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329**  
**CITY OF HAPEVILLE, GEORGIA**

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA  
 AT HAPEVILLE CITY HALL  
 11:00 A.M., LOCAL TIME, AUGUST 4, 2016

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 3 BRTU Construction, Inc. 6105 Lees Mill Road Forest Park, Georgia 30297		BIDDER NO. 4 Tople Construction & Engineering, Inc. 792 Donald Lee Hollowell Parkway Atlanta, Georgia 30318	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
653-0140	THERM PVMT MARK, ARROW, TP 4 -	6	EA	\$460.00	\$2,760.00	\$256.00	\$1,536.00
653-1501	THERMO SOLID TRAF ST 5 IN, WHI -	2,640	LF	\$0.90	\$2,376.00	\$1.00	\$2,640.00
653-1502	THERMO SOLID TRAF ST, 6 IN YEL -	3,920	LF	\$0.90	\$3,528.00	\$1.00	\$3,920.00
653-1704	THERM SOLID TRAF STRIPE, 24", WH -	150	LF	\$9.00	\$1,350.00	\$6.00	\$900.00
653-1804	THERM SOLID TRAF STRIPE, 8", WH -	1,438	LF	\$3.00	\$4,314.00	\$3.00	\$4,314.00
653-3501	THERMO SKIP TRAF ST, 5 IN, WHI -	300	GLF	\$1.00	\$300.00	\$1.00	\$300.00
653-6006	THERM TRAF STRIPING, YELLOW -	140	SY	\$6.00	\$840.00	\$6.00	\$840.00
654-1001	RAISED PVMT MARKERS TP 1 -	58	EA	\$6.00	\$348.00	\$6.00	\$348.00
654-1003	RAISED PVMT MARKERS TP 3 -	28	EA	\$6.00	\$168.00	\$6.00	\$168.00
668-1105	CATCH BASIN, GP 1, SPCL DES -	7	EA	\$6,000.00	\$42,000.00	\$3,500.00	\$24,500.00
668-2100	DROP INLET, GP 1 -	1	EA	\$6,000.00	\$6,000.00	\$4,200.00	\$4,200.00
668-4300	STORM SEW MANHOLE, TP 1 -	18	EA	\$5,000.00	\$90,000.00	\$2,400.00	\$43,200.00
668-1115	CATCH BASIN, GP 1, A DEP, SP DES -	1	LF	\$350.00	\$350.00	\$450.00	\$450.00
668-2110	DROP INLET, GP 1, ADDL DEP -	1	LF	\$350.00	\$350.00	\$450.00	\$450.00
668-4311	ST SEW MANHOLE, TP 1, A DEP, CL 1 -	15	LF	\$350.00	\$5,250.00	\$500.00	\$7,500.00
668-7000	DRWAY GRATE INLET SP D PIP SZ -	288	LF	\$200.00	\$57,600.00	\$250.00	\$72,000.00
682-6120	CONDUIT, RIGID, 2 IN -	550	LF	\$15.50	\$8,525.00	\$14.50	\$7,975.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	350	LF	\$14.00	\$4,900.00	\$13.00	\$4,550.00
700-9300	SOD -	2,000	SY	\$8.50	\$17,000.00	\$13.50	\$27,000.00
702-0102	BUXUS SEMPERVIRENS - KOREAN BOXWOOD	237	EA	\$50.00	\$11,850.00	\$87.00	\$20,619.00
702-0140	CERCIS CANADENSIS - EASTERN REDBUD	23	EA	\$250.00	\$5,750.00	\$700.00	\$16,100.00
702-0212	CRATAEGUS VIRIDIS - WINTER KING	13	EA	\$250.00	\$3,250.00	\$780.00	\$10,140.00
702-0555	LIQUIDAMBAR STYRACIFLUA - ROTUNDILOBA	6	EA	\$800.00	\$4,800.00	\$780.00	\$4,680.00
702-0570	LIRIOPE SPICATA - LIRIOPE	1,392	EA	\$40.00	\$55,680.00	\$10.00	\$13,920.00
900-0039	BRICK PAVERS PEDESTRIAN -	4,290	SF	\$12.00	\$51,480.00	\$17.00	\$72,930.00
900-0039	BRICK PAVERS VEHICULAR -	13,948	SF	\$12.00	\$167,376.00	\$12.00	\$167,376.00
926-2500	4G (LTE) CELLULAR ROUTER, TYPE B	1	EA	\$2,400.00	\$2,400.00	\$2,070.00	\$2,070.00
999-9999	TRASH RECEPTACLE	7	EA	\$1,800.00	\$12,600.00	\$1,800.00	\$12,600.00
<b>TOTAL BASE BID AMOUNT</b>					<b>\$1,992,612.00</b>		<b>\$2,328,372.00</b>
681-3600	LIGHTING STD, SPCL DES - COMPLETE	45	EA	\$6,200.00	\$234,000.00	\$4,700.00	\$211,500.00
682-9010	SVC POLE RISER -	2	EA	\$3,800.00	\$7,600.00	\$3,360.00	\$6,720.00
682-1405	CABLE, TP XHHW, AWG NO 8 -	18,750	LF	\$1.00	\$18,750.00	\$1.00	\$18,750.00
682-9021	ELEC JCT BX, CONC GRD MOUNTED -	10	EA	\$380.00	\$3,800.00	\$350.00	\$3,500.00
615-1200	DIRECTIONAL BORE - 2 IN	320	LF	\$5.00	\$1,600.00	\$4.50	\$1,440.00
682-6222	CONDUIT, NONMETL, TP 2, 2 IN -	4,500	LF	\$6.60	\$29,700.00	\$6.00	\$27,000.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	400	LF	\$14.00	\$5,600.00	\$13.00	\$5,200.00
<b>TOTAL ALTERNATE "A" BID AMOUNT</b>					<b>\$301,050.00</b>		<b>\$274,110.00</b>
BID BOND					5%		5%
NOTE REFERENCE					(1) (2) (4) (5) (6)		(1) (2) (4) (5) (6)

**BID TABULATION**  
**DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329**  
**CITY OF HAPEVILLE, GEORGIA**

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA  
 AT HAPEVILLE CITY HALL  
 11:00 A.M., LOCAL TIME, AUGUST 4, 2016

<b>BIDDER NO. 5</b> Glosson Enterprises, LLC P.O. Box 787 Acworth, Georgia 30101
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ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
150-1000	TRAFFIC CONTROL - 0010329	1	LS	-	-
150-5010	TRAF CTRL, PORTABLE IMPACT ATTN -	2	EA	-	-
163-0232	TEMPORARY GRASSING -	1	AC	-	-
165-0030	MAINT OF TEMP SILT FENCE, TP C -	500	LF	-	-
171-0030	TEMPORARY SILT FENCE, TYPE C -	1,000	LF	-	-
210-0100	GRADING COMPLETE - 0010329	1	LS	-	-
310-5060	GR AGGR BS CRS 6IN INCL MATL -	477	SY	-	-
402-1812	RECYL AC LEVELING, INC BM&HL -	330	TN	-	-
402-3130	RECYL AC 12.5MM SP, GP2, BM&HL -	1,036	TN	-	-
402-3190	RECYL AC 19 MM SP, GP 1 OR 2, INC BM&HL	78	TN	-	-
432-5010	MILL ASPH CONC PVMT, VARB DEPTH -	590	SY	-	-
441-0018	DRIVEWAY CONCRETE, 8 IN TK -	231	SY	-	-
441-0104	CONC SIDEWALK, 4 IN -	1,500	SY	-	-
441-0108	CONC SIDEWALK, 8 IN -	66	SY	-	-
441-5002	CONC HEADER CURB, 6", TP 2 CONCRETE PLANTER	3,014	LF	-	-
441-5002	CONC HEADER CURB, 6", TP 2 -	4,675	LF	-	-
441-6012	CONC CURB & GUTTER/ 6"X24"TP2 -	83	LF	-	-
500-3201	CL B CONC, RET WALL -	21	CY	-	-
500-3800	CL A CONC, INCL REINF STEEL -	258	CY	-	-
500-3900	CL B CONC, INCL REINF STEEL -	2	CY	-	-
500-9999	CL B CONC, BASE OR PVMT WIDEN -	5	CY	-	-
550-1180	STM DR PIPE 18", H 1-10 -	1,988	LF	-	-
550-1240	STM DR PIPE 24", H 1-10 -	196	LF	-	-
611-6551	RESET SIGN -	17	EA	-	-
615-1200	DIRECTIONAL BORE - 7 IN	130	LF	-	-
620-0100	TEMP BARRIER, METHOD NO. 1 -	1,625	LF	-	-
636-1033	HWY SIGNS, TP1MAT, REFL SH TP 9 -	80	SF	-	-
636-2070	GALV STEEL POSTS, TP 7 -	120	LF	-	-
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 35FT AND 40FT MAST ARMS	1	EA	-	-
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 40FT MAST ARM	1	EA	-	-
643-8200	BARRIER FENCE (ORANGE), 4 FT -	314	LF	-	-
647-1000	TRAF SIGNAL INSTALLATION NO - 1	1	LS	-	-
647-2120	PULL BOX, PB-2 -	5	EA	-	-
647-2130	PULL BOX, PB-3 -	2	EA	-	-
652-0100	PAVEMENT MARKING, RR-HWY X SYM -	1	EA	-	-
652-0094	PVMT MARKING, SYMBOL, TP 4 -	8	EA	-	-
653-0105	PAVEMENT MARKING, BIKE SHARED LN SYM -	14	EA	-	-
653-0110	THERM PVMT MARK, ARROW, TP 1 -	8	EA	-	-
653-0120	THERM PVMT MARK, ARROW, TP 2 -	9	EA	-	-

**BID TABULATION**  
**DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329**  
**CITY OF HAPEVILLE, GEORGIA**

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA  
 AT HAPEVILLE CITY HALL  
 11:00 A.M., LOCAL TIME, AUGUST 4, 2016

BIDDER NO. 5  
 Glosson Enterprises, LLC  
 P.O. Box 787  
 Acworth, Georgia 30101

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
653-0140	THERM PVMT MARK, ARROW, TP 4 -	6	EA	-	-
653-1501	THERMO SOLID TRAF ST 5 IN, WHI -	2,640	LF	-	-
653-1502	THERMO SOLID TRAF ST, 5 IN YEL -	3,920	LF	-	-
653-1704	THERM SOLID TRAF STRIPE,24",WH -	150	LF	-	-
653-1804	THERM SOLID TRAF STRIPE, 8",WH -	1,438	LF	-	-
653-3501	THERMO SKIP TRAF ST, 5 IN, WHI -	300	GLF	-	-
653-6006	THERM TRAF STRIPING, YELLOW -	140	SY	-	-
654-1001	RAISED PVMT MARKERS TP 1 -	58	EA	-	-
654-1003	RAISED PVMT MARKERS TP 3 -	28	EA	-	-
668-1105	CATCH BASIN, GP 1, SPCL DES -	7	EA	-	-
668-2100	DROP INLET, GP 1 -	1	EA	-	-
668-4300	STORM SEW MANHOLE, TP 1 -	18	EA	-	-
668-1115	CATCH BASIN,GP 1,A DEP,SP DES -	1	LF	-	-
668-2110	DROP INLET, GP 1, ADDL DEPTH -	1	LF	-	-
668-4311	ST SEW MANHOLE,TP 1,A DEP,CL 1 -	15	LF	-	-
668-7000	DRWAY GRATE INLET SP D PIP SZ--	288	LF	-	-
682-6120	CONDUIT, RIGID, 2 IN -	550	LF	-	-
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	350	LF	-	-
700-9300	SOD -	2,000	SY	-	-
702-0102	BUXUS SEMPERVIRENS - KOREAN BOXWOOD	237	EA	-	-
702-0140	CERCIS CANADENSIS - EASTERN REDBUD	23	EA	-	-
702-0212	CRATAEGUS VIRIDIS - WINTER KING	13	EA	-	-
702-0555	LIQUIDAMBAR STYRACIFLUA - ROTUNDILOBA	6	EA	-	-
702-0570	LIRIOPE SPICATA - LIRIOPE	1,392	EA	-	-
900-0039	BRICK PAVERS PEDESTRIAN -	4,290	SF	-	-
900-0039	BRICK PAVERS VEHICULAR -	13,948	SF	-	-
926-2500	4G (LTE) CELLULAR ROUTER, TYPE B	1	EA	-	-
999-9999	TRASH RECEPTACLE	7	EA	-	-
<b>TOTAL BASE BID AMOUNT</b>					<b>\$2,338,623.00</b>
681-3600	LIGHTING STD, SPCL DES - COMPLETE	45	EA	-	-
682-9010	SVC POLE RISER -	2	EA	-	-
682-1405	CABLE, TP XHHW, AWG NO 8 -	18,750	LF	-	-
682-9021	ELEC JCT BX, CONC GRD MOUNTED -	10	EA	-	-
615-1200	DIRECTIONAL BORE - 2 IN	320	LF	-	-
682-6222	CONDUIT, NONMETL, TP 2, 2 IN -	4,500	LF	-	-
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	400	LF	-	-
<b>TOTAL ALTERNATE "A" BID AMOUNT</b>					<b>\$311,090.00</b>
<b>BID BOND</b>					5%
<b>NOTE REFERENCE</b>					(1) (2) (3) (4) (5) (6)

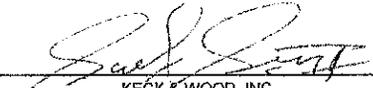
BID TABULATION  
DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS P.I.# 0010329  
CITY OF HAPEVILLE, GEORGIA

RECEIVED BY: CITY OF HAPEVILLE, GEORGIA  
AT HAPVEILLE CITY HALL  
11:00 A.M., LOCAL TIME, AUGUST 4, 2016  
NOTES:

\* DENOTES CORRECTED VALUE

- (1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/16).
- (2) BIDDER ACKNOWLEDGED RECEIPT OF ADDENDUM NO. 1.
- (3) BIDDER DID NOT PROVIDE UNIT PRICES.
- (4) BIDDER IS A REGISTERED SUBCONTRACTOR OR PRE-QUALIFIED WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION.
- (5) BIDDER SUBMITTED THE SIGNED FEDERAL-AID CERTIFICATION FORM.
- (6) BIDDER SUBMITTED THE DBE GOALS FORM.

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.

  
\_\_\_\_\_  
KECK & WOOD, INC.                      8/10/16                      DATE

**HAPEVILLE - DOGWOOD DRIVE BIKE/PED IMPROVEMENTS**

P.I.# 0010329, Fulton County

Bid Opening 8/4/16 @ 11:00 am

Company Name	Base Bid	Ad Alternate (Pedestrian Lights)	DBE Goals Amount (12%)	E-Verify	Bid Bond
BRTU CONSTRUCTION, INC. (12824) 6105 LEE'S MILL ROAD FOREST PARK, GA 30297	1,992,612.00	301,050.00	1,195,000.00 (59.9%)	X	X
TRI SCAPES, INC. (2TR550) 1595 PEACHTREE PKWY., STE.204, PMB396, CUMMING, GA 30041-9583	1,804,650.14	305,812.35	259,954.24 (14.4%)	X	X
TOPE CONSTRUCTION & ENGINEERING, INC. (2TO775) 792 DONALD LEE HOLLOWELL PKWY., N.W. ATLANTA, GA 30318-6746	2,328,372.00	274,110.00	292,407.64 (12.5%)	X	X
GLOSSON ENTERPRISES LLC (2GL820) 4671 SOUTH MAIN STREET ACWORTH, GA 30101-5464	2,338,623.00	311,090.00	281,463.14 (12.0%)	X	X
GEORGIA DEVELOPMENT PARTNERS, LLC (2GE405) 300 GALLERIA PKY. SE SUITE 310 ATLANTA, GA 30339	1,889,200.37	270,469.10	259,836.44 (13.7%)	X	X

SECTION ONE

COPY

CONTRACT NAME: DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS  
P.I.# 0010329

BID PROPOSAL, Page 1 of 3

Proposal of Tri Scapes, Inc. (hereinafter called "BIDDER")  
a contractor organized and existing under the laws of the state of Georgia,  
~~\*an individual, a corporation, or partnership doing business as~~ \_\_\_\_\_

\*Strike out Inapplicable Terms.

THIS BID SUBMITTED TO: City of Hapeville (hereinafter called "CITY")

The undersigned **BIDDER** proposes and agrees, if this Bid accepted, to enter into an Agreement with the **CITY** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Unit Price Fee and within the Contract Time indicated in this Bid.

**BIDDER** agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **Dogwood Drive Pedestrian Improvements**, including, but not limited to, erosion control, maintenance of traffic, grading, excavation, subgrade preparation, drainage construction, concrete surface course, sidewalks, signs, pavement marking, landscaping and grassing at locations indicated in the plan set.

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:

Addendum #1  
\_\_\_\_\_  
\_\_\_\_\_

2. **BIDDER** agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.
3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.

# SECTION ONE

## BID PROPOSAL, Page 2 of 3

4. **BIDDER** has given the project design firm, **Keck & Wood, Inc.** written notice of all conflicts, errors or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the project design firm, **Keck & Wood, Inc.**
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
6. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
7. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **CITY**.

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

**BIDDER** further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision; to continuously pursue the Work without interruption; and, to complete the Work in **three hundred sixty five (365) calendar days from Notice to Proceed**.

### TOTAL BASE BID PROPOSAL SUM:

One million, eight hundred four thousand,  
six hundred fifty and 14/100 dollars

(written amount)

\$ 1,804,650.14

### TOTAL ALTERNATE A PROPOSAL SUM:

Three hundred five thousand, eight hundred  
twelve and 35/100 dollars

(written amount)

\$ 305,812.35

The low bidder will be determined based upon the unit price sum of the base bid and owner selected alternates (if applicable). Contractor to complete the attached schedule of items located at the back of section one.

**SECTION ONE**

**BID PROPOSAL, Page 3 of 3**

Attached hereto is a bid bond or certified check on the (Bank) Bid Bond in the amount of Five percent of total bid  
(Five percent of Total Amount Bid).

The full name and residence of persons or parties interested in the foregoing bid as **CONTRACTORS**, are named as follows:

Rebecca Martin  
2431 Caney Road  
Cumming, Georgia 30041

Quinn Martin  
2431 Caney Road  
Cumming, Georgia 30041

City of Hapeville, Georgia

Signed, sealed, and dated this 4<sup>th</sup> day of August, 2016.

**BIDDER:** Tri Scapes, Inc.  
(company Name)  
**By:** *Rebecca Martin*  
**Title:** President | CFO

Mailing Address:

Tri Scapes, Inc.  
1595 Peachtree Parkway  
Suite 204-396  
Cumming, Georgia 30041

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

## SECTION ONE

CONTRACT NAME: **DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS**  
P.I.# 0010329

**BID BOND**, page 1 of 2

(Five Percent (5%) of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Tri Scapes Inc.

, as **CONTRACTOR**, and

Hartford Fire Insurance Company

, as **SURETY**, are hereby

held and firmly bound unto City of Hapeville, Georgia, as **CITY**, in the penal sum of

Five Percent of Bid

Dollars (\$ 5% ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 4th day of August, 2016.

The condition of the above obligation is such that whereas the **CONTRACTOR** has submitted to the **CITY** a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of the **Dogwood Drive Pedestrian Improvements**, including, but not limited to, erosion control, maintenance of traffic, grading, excavation, subgrade preparation, drainage construction, concrete surface course, sidewalks, signs, pavement marking, landscaping and grassing at locations indicated in the plan set.

NOW, THEREFORE,

- (a) If said bid shall be rejected or in the alternate,
- (b) If said bid shall be accepted and the **CONTRACTOR** shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

**SECTION ONE**

**CONTRACT NAME: DOGWOOD DRIVE PEDESTRIAN IMPROVEMENTS  
P.I.# 0010329**

**BID BOND, page 2 of 2**

The **SURETY**, for value received, hereby stipulates and agrees that the obligation of said **SURETY** and its bond shall be in no way impaired or affected by any extension of the time within which the **CITY** may accept such bids, and said **SURETY** does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the **CONTRACTOR** and the **SURETY** corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Tri Scapes, Inc. (SEAL)  
**CONTRACTOR**

By: Rebecca Martin  
Rebecca Martin, President / CFO

Hartford Fire Insurance Company (SEAL)  
**SURETY**

By: Christy Lackey  
Georgia Representative, Attorney In Fact  
Christy Lackey

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-12  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

Agency Name: POINTNORTH INSURANCE GROUP LLC  
Agency Code: 20-262197

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Robert J. Ryan of Atlanta GA, Marilyn Brown, Keith H. Dillon, Joy Dooley, Angie E. Ferguson, Christy Lackey, John Langsfeld, Fred R. Mitchell, Madalyn H. Seiffert, William H. Skeeles, Rita L. Smith, Carolyn F. Smith, Billie Jo Whitehead of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Nora M. Stranko*

Nora M. Stranko  
Notary Public

My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 8/4/2016

Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

123689

Federal Work Authorization User Identification Number

60/02/08

Date of Authorization

Tri Scapes, Inc.

Name of Contractor

Dogwood Drive Pedestrian Improvements

Name of Project

City of Hapeville, Fulton County, GA

Name of Public Employer

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

Executed on Aug., 4, 2016 in Cummi(city), GA (state).

Rebecca Martin  
Signature of Authorized Officer or Agent

Rebecca Martin, President | CFO

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 4th DAY OF August, 2016.

Mitzi J Chambers  
NOTARY PUBLIC

My Commission Expires:

07/19/20



DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

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FEDERAL AID CERTIFICATION  
(English Project)

First Use Date 2013 Specifications: November 22, 2013

Failure to complete appropriate certification requirements identified below or submission of a false certification shall render the bid non-responsive.

**EQUAL EMPLOYMENT OPPORTUNITY**

I further certify that I have \_\_\_/have not  participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I have \_\_\_ / have not  filed with the Joint Reporting Committee, the Director of the *Office of Federal Contract Compliance*, a Federal Government contracting or administering agency, or the former *President's Committee on Equal Employment Opportunity*, all reports due under the applicable filing requirements.

I understand that if I have participated in a previous Contract or Subcontract subject to the Executive Orders above and have not filed the required reports that 41 CFR 60-1.7(b)(1) prevents the award of this Contract unless I submit a report governing the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Reports and notifications required under 41 CFR 604, including reporting subcontract awards in excess of \$10,000.00 should be addressed to:

Ms. Carol Gaudin  
Regional Director, U. S. Department of Labor  
Office of Federal Contract Compliance Programs, Region 4  
Rm. 7B75  
61 Forsyth St. SW  
Atlanta GA 30303

**EXAMINATION OF PLANS AND SPECIFICATIONS**

I acknowledge that this Project will be constructed in English units.

I certify that I have carefully examined the Plans for this Project and the Standard Specifications 2013 Edition and Special Provisions included in and made a part of this Proposal, and have also personally examined the site of the work. On the basis of the said Specifications and Plans, I propose to furnish all necessary machinery, tools, apparatus and other means of construction, and do all the work and furnish all the materials in the manner specified.

I understand the quantities mentioned are approximate only and are subject to either increase or decrease and hereby propose to perform any increased or decreased quantities of work or extra work on the basis provided for in the Specifications.

DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

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I also hereby agree that the State, or the Department of Transportation, would suffer damages in a sum equal to at least the amount of the enclosed Proposal Guaranty, in the event my Proposal should be accepted and a Contract tendered me thereunder and I should refuse to execute same and furnish bond as herein required, in consideration of which I hereby agree that, in the event of such failure on my part to execute said Contract and furnish bond within fifteen (15) days after the date of the letter transmitting the Contract to me, the amount of said Proposal Guaranty shall be and is hereby, forfeited to the State, or to the Department of Transportation, as liquidated damages as the result of such failure on my part.

I further propose to execute the Contract agreement described in the Specifications as soon as the work is awarded to me, and to begin and complete the work within the time limit provided. I also propose to furnish a Contract Bond, approved by the State Transportation Board, as required by the laws of the State of Georgia. This bond shall not only serve to guarantee the completion of the work on my part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted, as well as to fully comply with all the laws of the State of Georgia.

#### CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the Georgia Department of Transportation (GA D.O.T.) nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of this department.

Also, by signing and submitting this Contract I hereby certify that I will notify the Georgia Department of Transportation through its District Engineer of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of GA D.O.T. employees.

#### DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor 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."

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

**DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA**

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**NON-COLLUSION CERTIFICATION**

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

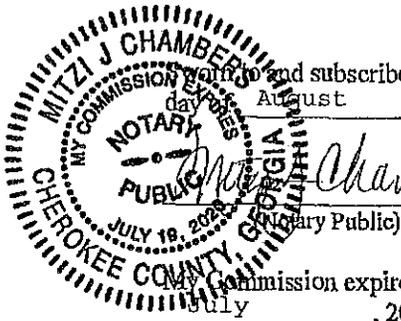
It is understood and agreed that this Proposal is one of several competitive bids made to the Department of Transportation, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the Department of Transportation to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1 ~~x~~ 2 3 4 5 . I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the 4th day of August, 20 16.

The bidder(s) whose signature(s) appear on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.



I was duly sworn to and subscribed before me this 4th day of August, 20 16.

Mitzi Chambers  
(Notary Public)  
My Commission expires the 19th day of July, 20 20.

58-2077615

(Federal ID No./IRS No.)

Tri Scapes, Inc.

(Print Company Name)

By Nehru Pladen (Seal)  
Corporate President/Vice President or  
Individual Owner or Partner (Strike  
through all except the one which applies.)

Joint Bidder:

N/A

(Print Company Name)

By N/A (Seal)  
Corporate President/Vice President or  
Individual Owner or Partner (Strike  
through all except the one which applies.)

Joint Bidder:

N/A

(Print Company Name)

By N/A (Seal)  
Corporate President/Vice President or  
Individual Owner or Partner (Strike  
through all except the one which applies.)

## SECTION ONE SCHEDULE OF ITEMS

ITEM	DESCRIPTION	UNITS	QUANTITY	PRICE	AMOUNT
150-1000	TRAFFIC CONTROL - 0010329	LS	1	\$ 69,237.00	\$ 69,237.00
150-5010	TRAF CTRL,PORTABLE IMPACT ATTN -	EA	2	\$ 7,000.00	\$ 14,000.00
163-0232	TEMPORARY GRASSING -	AC	1	\$ 966.00	\$ 966.00
165-0030	MAINT OF TEMP SILT FENCE, TP C -	LF	500	\$ 1.08	\$ 540.00
171-0030	TEMPORARY SILT FENCE, TYPE C -	LF	1,000	\$ 4.00	\$ 4,000.00
210-0100	GRADING COMPLETE - 0010329	LS	1	\$ 463,068.26	\$ 463,068.26
310-5060	GR AGGR BS CRS 6IN INCL MATL -	SY	477	\$ 15.40	\$ 7,345.80
402-1812	RECYL AC LEVELING,INC BM&HL -	TN	330	\$ 137.00	\$ 45,210.00
402-3130	RECYL AC 12.5MM SP,GP2,BM&HL -	TN	1,036	\$ 119.00	\$ 123,284.00
402-3190	RECYL AC 19 MM SP,GP 1 OR 2 ,INC BM&HL	TN	78	\$ 138.00	\$ 10,764.00
432-5010	MILL ASPH CONC PVMT,VARB DEPTH -	SY	590	\$ 24.00	\$ 14,160.00
441-0018	DRIVEWAY CONCRETE, 8 IN TK -	SY	231	\$ 54.00	\$ 12,474.00
441-0104	CONC SIDEWALK, 4 IN -	SY	1,500	\$ 42.00	\$ 63,000.00
441-0108	CONC SIDEWALK, 8 IN -	SY	66	\$ 54.00	\$ 3,564.00
441-5002	CONC HEADER CURB, 6", TP 2 CONCRETE PLANTER	LF	3,014	\$ 16.04	\$ 48,356.62
441-5002	CONC HEADER CURB, 6", TP 2 -	LF	4,675	\$ 16.04	\$ 75,005.70
441-6012	CONC CURB & GUTTER/ 6"X24"TP2 -	LF	83	\$ 20.00	\$ 1,660.00
500-3201	CL B CONC, RET WALL -	CY	21	\$ 460.00	\$ 9,660.00
500-3800	CL A CONC, INCL REINF STEEL -	CY	258	\$ 330.00	\$ 85,140.00
500-3900	CL B CONC, INCL REINF STEEL -	CY	2	\$ 320.00	\$ 640.00
500-9999	CL B CONC,BASE OR PVMT WIDEN -	CY	5	\$ 320.00	\$ 1,600.00
550-1180	STM DR PIPE 18",H 1-10 -	LF	1,988	\$ 38.00	\$ 75,544.00
550-1240	STM DR PIPE 24",H 1-10 -	LF	196	\$ 51.00	\$ 9,996.00
611-5551	RESET SIGN -	EA	17	\$ 280.00	\$ 4,760.00
615-1200	DIRECTIONAL BORE - 7 IN	LF	130	\$ 6.00	\$ 780.00
620-0100	TEMP BARRIER, METHOD NO. 1 -	LF	1,625	\$ 55.00	\$ 89,375.00
636-1033	HWY SIGNS, TP1MAT,REFL SH TP 9 -	SF	80	\$ 20.94	\$ 1,675.20
636-2070	GALV STEEL POSTS, TP 7 -	LF	120	\$ 9.60	\$ 1,152.00
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 35FT AND 40FT MAST ARMS	EA	1	\$ 10,848.00	\$ 10,848.00
639-3004	STEEL STRAIN POLE, TP IV - INCLUDING 40FT MAST ARM	EA	1	\$ 12,936.00	\$ 12,936.00
643-8200	BARRIER FENCE (ORANGE), 4 FT -	LF	314	\$ 4.00	\$ 1,256.00
647-1000	TRAF SIGNAL INSTALLATION NO - 1	LS	1	\$ 73,398.00	\$ 73,398.00
647-2120	PULL BOX, PB-2 -	EA	5	\$ 1,794.00	\$ 8,970.00
647-2130	PULL BOX, PB-3 -	EA	2	\$ 486.00	\$ 972.00
652-0100	PAVEMENT MARKING,RR-HWY X SYM -	EA	1	\$ 273.00	\$ 273.00
652-0094	PVMT MARKING, SYMBOL, TP 4 -	EA	8	\$ 62.40	\$ 499.20
653-0105	PAVEMENT MARKING, BIKE SHARED LN SYM -	EA	14	\$ 109.56	\$ 1,533.84
653-0110	THERM PVMT MARK, ARROW, TP 1 -	EA	8	\$ 97.20	\$ 777.60
653-0120	THERM PVMT MARK, ARROW, TP 2 -	EA	9	\$ 108.00	\$ 972.00
653-0140	THERM PVMT MARK, ARROW, TP 4 -	EA	6	\$ 265.20	\$ 1,591.20
653-1501	THERMO SOLID TRAF ST 5 IN, WHI -	LF	2,640	\$ 0.73	\$ 1,932.48
653-1502	THERMO SOLID TRAF ST, 5 IN YEL -	LF	3,920	\$ 0.73	\$ 2,869.44
653-1704	THERM SOLID TRAF STRIPE,24",WH -	LF	150	\$ 5.46	\$ 819.00
653-1804	THERM SOLID TRAF STRIPE, 8",WH -	LF	1,438	\$ 2.74	\$ 3,934.37
653-3501	THERMO SKIP TRAF ST, 5 IN, WHI -	GLF	300	\$ 0.66	\$ 198.00
653-6006	THERM TRAF STRIPING, YELLOW -	SY	140	\$ 5.62	\$ 786.24
654-1001	RAISED PVMT MARKERS TP 1 -	EA	58	\$ 5.70	\$ 330.60
654-1003	RAISED PVMT MARKERS TP 3 -	EA	28	\$ 5.70	\$ 159.60
668-1105	CATCH BASIN, GP 1, SPCL DES -	EA	7	\$ 1,680.00	\$ 11,760.00
668-2100	DROP INLET, GP 1 -	EA	1	\$ 2,500.00	\$ 2,500.00
668-4300	STORM SEW MANHOLE, TP 1 -	EA	18	\$ 1,750.00	\$ 31,500.00
668-1115	CATCH BASIN,GP 1,A DEP,SP DES -	LF	1	\$ 500.00	\$ 500.00
668-2110	DROP INLET, GP 1, ADDL DEPTH -	LF	1	\$ 300.00	\$ 300.00
668-4311	ST SEW MANHOLE,TP 1,A DEP,CL 1 -	LF	15	\$ 300.00	\$ 4,500.00

## SECTION ONE SCHEDULE OF ITEMS

ITEM	DESCRIPTION	UNITS	QUANTITY	PRICE	AMOUNT
668-7000	DRWAY GRATE INLET SP D PIP SZ -	LF	288	\$ 220.00	\$ 63,360.00
682-6120	CONDUIT, RIGID, 2 IN -	LF	550	\$ 15.00	\$ 8,250.00
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	LF	350	\$ 13.08	\$ 4,578.00
700-9300	SOD -	SY	2,000	\$ 7.29	\$ 14,588.00
702-0102	BUXUS SEMPERVIRENS - KOREAN BOXWOOD	EA	237	\$ 85.00	\$ 20,145.00
702-0140	CERCIS CANADENSIS - EASTERN REDBUD	EA	23	\$ 571.00	\$ 13,133.00
702-0212	CRATAEGUS VIRIDIS - WINTER KING	EA	13	\$ 571.00	\$ 7,423.00
702-0555	LIQUIDAMBAR STYRACIFLUA - ROTUNDILOBA	EA	6	\$ 517.00	\$ 3,102.00
702-0570	LIRIOPE SPICATA - LIRIOPE	EA	1,392	\$ 5.00	\$ 6,960.00
900-0039	BRICK PAVERS PEDESTRIAN -	SF	4,290	\$ 13.00	\$ 55,770.00
900-0039	BRICK PAVERS VEHICULAR -	SF	13,948	\$ 13.00	\$ 181,324.00
926-2500	4G (LTE) CELLULAR ROUTER, TYPE B	EA	1	\$ 2,154.00	\$ 2,154.00
999-9999	TRASH RECEPTACLE	EA	7	\$ 1,495.00	\$ 10,465.00
<b>BASE BID TOTAL</b>					<b>\$1,804,650.14</b>

681-3600	LIGHTING STD, SPCL DES - COMPLETE	EA	45	\$ 5,304.00	\$ 238,680.00
682-9010	SVC POLE RISER -	EA	2	\$ 3,790.00	\$ 7,580.00
682-1405	CABLE, TP XHHW, AWG NO 8 -	LF	18,750	\$ 0.98	\$ 18,281.25
682-9021	ELEC JCT BX, CONC GRD MOUNTED -	EA	10	\$ 390.00	\$ 3,900.00
615-1200	DIRECTIONAL BORE - 2 IN	LF	320	\$ 5.01	\$ 1,601.60
682-6222	CONDUIT, NONMETL, TP 2, 2 IN -	LF	4,500	\$ 6.70	\$ 30,127.50
682-6233	CONDUIT, NONMETL, TP 3, 2 IN -	LF	400	\$ 14.11	\$ 5,642.00
<b>ALTERNATE A TOTAL</b>					<b>\$ 305,812.35</b>



# PROPOSAL OF SERVICES

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**PROJECT NAME:** Dogwood Drive LCI Project  
**LOCATION/CLIENT:** City of Hapeville, Georgia  
3468 North Fulton Avenue, Hapeville, GA 30354  
**CONTACT:** Mr. Lee Sudduth, Director of Community Services  
**DATE:** July 6, 2016

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**PROJECT DESCRIPTION:** Assist the City of Hapeville with the construction phase administration of a federally funded streetscape infrastructure project utilizing ARC Livable Centers Initiative implementation funds.

## PROPOSAL OF SERVICES

### I. Construction Phase Administration Assistance

- A. Provide administration and coordination services between ARC, GDOT, contractor and construction inspector throughout the construction phase.
- B. Coordinate monthly progress reports and invoices for City payment and GDOT reimbursement funds.
- C. Monitor Davis-Bacon wage rate compliance and coordinate monthly certified payrolls for city.
- D. Monitor Title VI Antidiscrimination compliance of contractor.
- E. Monitor use of required Disadvantaged Business Enterprises (DBE's) by contractor and coordinate monthly reports to GDOT.
- F. Coordinate Supplemental Agreements (change orders) as needed throughout the construction phase to address changes/upgrades/opportunities proposed by the City, contractor, designer, and/or GDOT, and to fully utilize available federal funds.
- G. Conduct project close-out activities to include Materials Testing documentation and Certification of Final Acceptance.
- H. Submit final audit documentation to resolve any outstanding budget differences and obtain final GDOT budget approval.

## FEE STRUCTURE

I.	Construction Bidding	\$ 3,500.00
II.	Construction Administration	<u>\$16,000.00</u>
	<b>TOTAL FEE</b>	<b>\$19,000.00</b>

Reimbursable expenses are included in the lump sum proposal of services. Reimbursable expenses include printing, postage, shipping, and automobile travel costs necessary to perform the services listed herein.

Invoices for services performed and a monthly status report will be submitted to you on a monthly basis. Invoices will be due and payable within 30 days from date of invoice.

If the services outlined in this proposal are acceptable to you and if they meet with your approval, please sign in the space provided and return a copy.

SIGNED: *Jack Burnside*

SIGNED: \_\_\_\_\_

BY: John A. (Jack) Burnside

BY: \_\_\_\_\_

TITLE: Consultant

TITLE: \_\_\_\_\_

DATE: July 6, 2016

DATE: \_\_\_\_\_

**Jack Burnside, Consultant**  
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Dallas, GA 30157

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